



**CITY OF FOREST PARK  
DEVELOPMENT AUTHORITY REGULAR MEETING**

Wednesday, February 23, 2022 at 5:30 PM  
City Hall-Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

## AGENDA

**Billy Freeman, Chairman**  
**Alvin Patton, Vice Chairman**  
**Felicia Davis, Member**  
**Hector Gutierrez, Member**  
**Bennett Joiner, Member**  
**Lois Wright, Member**  
**Rhonda Wright, Member**

### MEETING NOTICE:

*This meeting is accessible to the public or media via web.  
For in person attendance, CDC requirements of Masks and Social Distancing will be adhered.*

### To join the meeting via Zoom:

<https://zoom.us/j/96431940317?pwd=N2tiV0NacXdJZTBCEVFsdFZBMnUxZz09>  
**Dial in:** 1-929-205-6099    **Meeting ID:**    **Passcode:**

### ROLL CALL:

### CALL TO ORDER/WELCOME:

### APPROVAL OF MINUTES:

1. Approval of the Regular Meeting Minutes for December 1, 2021
2. Approval of the Special Called Meeting Minutes for January 26, 2022

### OLD BUSINESS:

3. Resolution for Sale of the 1.46 Acres on Main Street
4. 850 Main Street Building Maintenance

**NEW BUSINESS:**

- [5.](#) Approval of 2022 Meeting Calendar
- [6.](#) Intergovernmental Agreement (URA & DA)
7. Approval to remove Lois Wright & Eliot Lawrence from the REBA bank account
8. Approval to add Chairman & Secretary/Treasurer as signatories on the REBA bank account
- [9.](#) Approval of the GoSeeDoATL.com contract
10. Establish a spending threshold for the Chairman
11. Development Authority Training
12. Art Mural on DA Buildings

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



**CITY OF FOREST PARK  
DEVELOPMENT AUTHORITY REGULAR MEETING**

Wednesday, December 01, 2021, at 5:30 PM  
City Hall-Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
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**MINUTES**

**Lois Wright, Chairwoman**  
**Pamela Lake, Vice Chairwoman**  
**Eliot Lawrence, Secretary**  
**Hector Gutierrez, Member**  
**Alvin Patton, Member**  
**Trudy Smith, Member**  
**Felicia Davis, Member**

**MEETING NOTICE:**

*This meeting is accessible to the public or media via web.  
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**CALL TO ORDER/WELCOME:**

Chairwoman, Lois Wright, called the Regular Meeting for the Development Authority to order at 5:33 PM.

**ROLL CALL:**

**Present:**

Lois Wright, Chairwoman  
Eliot Lawrence, Secretary  
Alvin Patton, Member  
Trudy Smith, Member  
Felicia Davis, Member

**Absent:**

Hector Gutierrez  
Pamela Lake

**Also Present:**

Bruce Abraham, Economic Development Director  
Kirby Glaze, Board Attorney  
Charise Clay, Economic Development Staff Assistant  
Bobby Jinks, Public Works Director  
Erica Dixon, Owner of Klass6/ Façade Grant Applicant  
Greg Fievet, Owner of Cookiegrams of Georgia/Façade Grant Applicant  
Kisha Bundridge, Economic Development Staff Assistant

### APPROVAL OF MINUTES:

1. Alvin Patton made a motion to approve the Development Authority Regular Meeting Minutes from October 27, 2021, as is.  
Trudy Smith seconded.  
Roll call for approval. Approved unanimously

### OLD BUSINESS:

2. Economic Development Department Update

Bruce Abraham, Economic Development Director reported that Zaxby's coming to Forest Park is waiting for their plans to be approved.

We expect to have a ribbon cutting to commemorate the closing on 34 townhomes on Main shortly. Rates for these townhomes are expected to be between \$175,000 and \$250,000.

There was a ribbon cutting for the Rataree Road project and the Road is now open, offering congestion relief for vehicles entering and exiting the now heavily populated Ft. Gillem area.

Bruce Abraham introduced Charise Clay, the new support staff member of the Economic Development Department. Charise Clay shared that she is a Forest Park native, moved back into the area in 2019 and is looking forward to supporting the boards as best she can.

Bruce Abraham encouraged the members to get the DA board training offered. He suggests they chose the in-person option if at all possible. He reminded the members that the rules are different than when you work for government.

Bruce Abraham proposed meeting between all boards for a Strategic Session which would allow them to come up with a strategic plan to work better together on projects- they can look at costs and budgets, etc.

Felicia Davis made a motion to add the following items to today's agenda:

- A. Church on Main Street discussion. Eliot Lawrence seconded. Roll call for approval. Approved unanimously

The churches effect the business we are allowed to have. The city is working on a special district (Entertainment District) that will overcome these obstacles by putting new ordinances in place.

Kirby Glaze explained that as long as a church is a permitted use, the zone review will include limitations on those uses for churches. The limitation applies at the time of issuance, so a new church cannot invalidate some existing business. The city plans to address this with the Entertainment license.

Trudy Smith pointed out that this process is moving so slowly.



Bruce Abraham recommended the board send a letter to the city council asking them to allow Main Street to thrive by passing the Entertainment District.

Felicia Davis made a motion to have the board send a letter to the City Council asking they allow Main Street to thrive by creating the Entertainment District. Eliot Lawrence seconded.

Roll call for approval. Approved unanimously.

B. Committees for DA. Eliot Lawrence seconded. Roll call for approval. Approved unanimously.

Felicia Davis said there are things we are all interested in, and if we make a committee for it, we can work on those things.

Kirby Glaze said that the Bylaws provide we can make any committee but must have 3 people from the boards on the committee, and others may participate, but cannot vote. Under the rules of Open Meetings Act, only meetings must comply with the Open Meetings Act. The committees can make recommendations to the board.

Felicia Davis said she wants more engagement from the community. She wants a Workforce Development committee because she feels there is a disconnect between people who need jobs, a Small Business Development Committee and an Art Committee because we are developing and there is a human connection and art makes it easy to make things appealing.

Felicia Davis made a motion to establish three committees. Eliot Lawrence seconded.

Roll Call for approval. Approved unanimously.

Felicia Davis made a motion to appoint the committees as designated:

- Workforce Committee- **Eliot Lawrence**, Lois Wright, and Alvin Patton
- Small Business Committee- **Felicia Davis**, Hector Gutierrez, and Lois Wright
- Art Committee- **Hector Gutierrez**, Felicia Davis, and Trudy Smith

Eliot Lawrence seconded. Roll call for approval. Approved unanimously.

Kisha Bundridge reminded the board that Hector Gutierrez may want to instead chair the Workforce Development Committee, since he has been trying to address Workforce Development for many months, and that one of the other boards is also working on a small business incubator project.

C. Discuss members of the board. Eliot seconded. Roll call for approval. Approved unanimously

Felicia Davis made a motion to have the board convey to City Council their request to reappoint the current members, Eliot Lawrence, and Trudy Smith.

Alvin seconded. Roll call for approval. Approved unanimously.

Felicia Davis wants the board to write a thank you to Pamela Lake, thanking her for her service, and a plaque for Frank Brandon.

**NEW BUSINESS:**

## 3. Demolition Update

Bruce Abraham shared that this \$80,000 project went well and is now complete. Everything got approved and it took a lot of environmental. There is a chance that the main gas line is across the street at 771-775 Main Street, and they may have to pull it up.

## 4. Facade Grant Applications

Two more applications have been submitted for consideration for a Façade Grant. One grant has already been awarded to Nachae Jones' building located at 780 Main Street. Eliot Lawrence mentioned that Nachae Jones had some struggles with completing the application process. Bruce Abraham explained that she has since gotten a second quote and moving along with her building remodel.

Erica Dixon, owner of Klass6 Boutique, a clothing boutique, located at 938 Main Street requested \$25,000 for her \$79,000 project, which includes updating the building structure to make it more commercial and replacing the windows.

Greg Fievet, owner of Cookiegrams of Georgia located at 1142 Main Street requested \$25,000 for his \$39,000 project to update his awning, paint, and redo his landscaping.

Felicia Davis made a motion to approve both Façade Grant applications. Eliot Lawrence seconded. Roll call for approval. Approved unanimously.

## 5. Main Street Remodel

The remodel of 771-775 Main Street is still underway. The Plaza (or some other name the board choses) will get signage and lights, etc. The original contract for \$109,000 was split into two contracts. We had 3 – 4 bids come in and we went with the least expensive. Lois Wright, chairwoman, said she didn't know we had to get proposals.

Bruce Abraham continued that we had a \$25,000 change order because of the continuing problems with building the deck. The city will not approve what was originally proposed because there is no solid ground. We have had all sorts of options presented to address the issue, including laying sand or grass- which so far may be the best proposition and the city agrees with it. It is still pending some more inspections and would require putting 18 holes for \$12,000 in additional cost for the deck to be built.

Felicia Davis said she wants something urban, artsy, a more creative use of that space, given the physical limitations. Eliot Lawrence pointed out that whatever is placed there will still require something beneath it for support.

Bruce Abraham explained further that there are other structures coming soon, including the welcome station, etc, where there are other opportunities to include art or something creative.

Lois Wright said it is a board decision.

Felicia Davis made a motion to approve the change order. Eliot Lawrence seconded. Roll call for approval. Approved unanimously.

## 6. Member Headshots

Members were photographed.

7. Intergovernmental Agreement

The Intergovernmental Agreement is still in process. Kirby Glaze has sent it over to Mike Williams, City Attorney for approval.

**EXECUTIVE SESSION:** (required to discuss Personnel, Litigation or Real Estate issues)

Felicia Davis made a motion to adjourn the Regular Meeting and enter Executive Session to discuss issues concerning Personnel, Litigation or Real Estate at 6:54 PM.

Trudy Smith seconded.

Roll call for approval. Approved unanimously

Felicia Davis made a motion to adjourn the Executive Session, resume the regular meeting. Trudy Smith seconded. Roll call for approval. Approved unanimously.

Meeting resumed at 7:10 PM.

**ADJOURNMENT:**

Felicia Davis made a motion to adjourn the meeting.

Trudy Smith seconded.

Roll call for approval. Approved unanimously

Meeting adjourned at 7:10 PM.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



**CITY OF FOREST PARK  
DEVELOPMENT AUTHORITY SPECIAL CALLED MEETING**

Wednesday, January 26, 2022 at 5:30 PM  
City Hall-Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

**MINUTES**

**Lois Wright, Chairwoman**  
**Felicia Davis, Member**  
**Billy Freeman, Member**  
**Hector Gutierrez, Member**  
**Bennett Joiner, Member**  
**Alvin Patton, Member**  
**Rhonda Wright, Member**

**MEETING NOTICE:**

*CDC requirements of Masks and Social Distancing will be adhered.*

**CALL TO ORDER/WELCOME:**

Felicia Davis called the meeting to order at 5:31pm. Board members voted Felicia Davis as Pro Temp to preside over the meeting- all members favored.

**Present:**

Felicia Davis  
Billy Freeman  
Hector Gutierrez- Arrived at 5:31pm  
Bennett Joiner  
Alvin Patton  
Rhonda Wright  
Lois Wright- Via Teleconference

**Also Present:**

Kirby Glaze, DA Attorney  
Bruce Abraham, Economic Development Director

Charise Clay, Staff Assistant  
Councilwoman Latresa Akins- Wells  
Councilwoman Kimberly James

**APPROVAL OF MINUTES:****OLD BUSINESS:****NEW BUSINESS:****1. Officer Elections**

- a. Billy Freeman, Rhonda Wright, and Bennett Joiner called the Special Called Meeting for the purpose of Annual Officer Elections.
- b. Felicia Davis made a motion to not hold Officer Elections until the next Regular Meeting. Hector Gutierrez seconded the motion.
  1. Motion failed 3 to 4
  - ii. Lois Wright, Felicia Davis, and Hector Gutierrez approved the motion to hold officer elections at the next regular meeting.
  - iii. Billy Freeman, Rhonda Wright, Bennett Joiner, and Alvin Patton disapproved the motion to hold officer elections at the next regular meeting.
- c. **Chairperson**
  - i. Felicia nominated herself as Chairperson. Hector seconded her nomination.
    1. Felicia withdrew her nomination.
  - ii. Billy Freeman nominated himself as Chairperson. Bennett seconded his nomination.
    1. Billy, Rhonda, Bennett, and Alvin voted in favor of him being Chairperson.
    2. Felicia and Lois voted against him being Chairperson.
    3. Hector abstained from voting.
- d. **Vice Chairperson**
  - i. Billy nominated Alvin as Vice Chairperson. Bennett seconded his nomination.
    1. Billy, Rhonda, Bennett, Felicia, Alvin, and Hector voted in favor of him being Vice Chairperson.
    2. Lois voted against him being Vice Chairperson.
- e. **Secretary/Treasurer**
  - i. Lois nominated Eliot Lawrence as Secretary/ Treasurer
    1. Eliot Lawrence did not accept the nomination.
  - ii. Hector nominated Charise Clay. Felicia seconded his nomination.
    1. All members voted in favor of Charise being the Secretary/Treasurer.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

Chairperson, Billy Freeman made a motion to adjourn the meeting at 5:56pm. Hector Gutierrez seconded the motion. - Motion approved unanimously.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



**STATE OF GEORGIA  
CITY OF FOREST PARK**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, GEORGIA TO AUTHORIZE THE CHAIRMAN TO EXECUTE ANY AND ALL CLOSING DOCUMENTS TO COMPLETE THE SALE OF 1.46 ACRE TRACT ON MAIN STREET IN FOREST PARK, GEORGIA, LAND LOT 50, 13<sup>TH</sup> DISTRICT, CLAYTON COUNTY, GEORGIA; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the governing body of The Development Authority of the City of Forest Park, Georgia (the “Authority”) is the Board of Directors (the “Board”); and

**WHEREAS**, ARTICLE II of the By-Laws grants the Authority the power to exercise and enjoy all other powers, functions and rights necessary or desirable to promote economic growth and development of the City and its inhabitants; and

**WHEREAS**, The Authority (the “Seller”) is the owner of certain unimproved real property (the “Property”) located in the City and desires to sell the Property to Matt Ivey (the “Purchaser”); and

**WHEREAS**, the Authority wishes to sell the Property and has determined that it is in the best interest of the Authority and the City of Forest Park is that the Authority sell the Property, so as to encourage the development of the land and the adjacent real properties; and

**WHEREAS**, the Authority and the Purchaser have agreed upon a purchase price for the Property in the amount of Three Hundred Thousand Dollars and No/100 cents (\$300,000.00).

**WHEREAS**, following the execution of the Property’s purchase and sale agreement certain due diligence tasks must be performed prior to closing; and

**WHEREAS**, upon the completion of due diligence tasks the parties to the real estate transaction must finalize the sale of Property with a real estate closing;

**WHEREAS**, pursuant to the Authority’s By-Laws the Authority’s Board shall provide a resolution to authorize the Chairperson to execute any and all closing documents to complete the sale of the property; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, GEORGIA, as follows:**

**Section 1.** That the Chairperson, Billy Freeman, Jr., is hereby authorized to execute any and all closing documents to complete the sale of the Property designated as 1.46 acre tract on Main Street in Forest Park, Georgia, Land Lot 50, 13<sup>th</sup> District, Clayton County, Georgia.

**Section 2.** All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED, this 23rd day of February 2022.**

Attest:

**DEVELOPMENT AUTHORITY OF THE  
CITY OF FOREST PARK**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Billy Freeman, Jr. Chairperson

Date: \_\_\_\_\_



SECRETARY'S CERTIFICATE

The undersigned Secretary of the Development Authority of the City of Forest Park (the "Authority"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted on February 23, 2022 by the members of the Authority in a meeting duly called, noticed and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the Minute Book of the Authority, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the Authority, this \_\_ day of February 2022.

---

Secretary  
Development Authority of the City of  
Forest Park

(SEAL)



1121 Flamingo Drive  
Austell, GA 30168

770.948.7988 Main  
678.574.2736 Fax  
info@quickactionplumbers.com  
www.quickactionplumbers.com

December 10, 2021

**Proposal #121021H**

City of Forest Park  
5230 Jones Rd.  
Forest Park, GA 30297  
Attn: Nigel Wattley

**Re: Public Safety, 850 Main Street, Forest Park, GA 30297 Broken and Collapsed Line**

Dear Sir(s),

Per your request, it is intended that QAP will provide a complete plumbing system, with all necessary equipment, appurtenances and controls completely coordinated with all disciplines. QAP will:

- Remove partitions in the woman's rest room
- Remove toilets in both woman's and men's restroom
- Cut and remove concrete around toilet flange and under the sink
- Locate existing sewer pipe and cut and remove approximately 100' of concrete to remove existing pipe
- Pull carpet back as needed to cut and remove concrete (In an attempt to salvage carpet)
- Not be responsible for any carpet damages
- Cover carpet as best as possible
- Re-pipe horizontal drains serving toilets and existing fixtures on first floor. Tie into existing vertical pipes serving second floor.
- Tech will not re-pipe any pipes wall. Repairs will be for horizontal drain lines underneath slab inside building.
- Subcontractor will replace all concrete and tile flooring removed as needed. (Match existing tile as close as possible)



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- Supply and install new toilets in both woman's and men's restrooms.
- Reinstall removed partitions.
- Check for leaks and proper flow of drains.
- A 1-year warranty will be given on all parts and labor.

All permits and scheduled inspections will be the responsibility of QAP. (If applicable)

All work will be done in compliance with local standard plumbing codes.

The aforementioned job description will be provided for the sum of Thirty-One Thousand Seven Hundred Fifty Dollars (\$31,750.35).

Any unforeseen problems that may occur will be assessed and priced at time of discovery.

Please contact QAP Service Manager, Dave Chambers, with any questions and/or concerns.

Thank you in advance for considering QAP to satisfy your plumbing needs.

Sincerely,

Dave Chambers  
Service Manager

**MAXAIR** Mechanical  
Building Efficiency and Sustainability

A Service Logic Company

# PROJECT AGREEMENT

FOREST PARK PLUMBING

January 05, 2022

**BENNY WALSH**

Maxair Mechanical  
814 Livingston Ct.  
Marietta, GA 30067  
Office: (678) 801-3476  
Mobile: (678) 369-9476

## PROJECT PROPOSAL

### By and Between

**Company**

Maxair Mechanical  
814 Livingston Ct.  
Marietta, GA 30067  
814-835-7081  
(Herein after referred to as "Company")

and

**Client**

City of Forest Park  
745 Forest Parkway  
Forest Park, Georgia 30297  
Attn: Jikeva Moore  
(Herein after referred to as "Client")

Thank you for allowing Maxair Mechanical the opportunity to submit the following proposal. Maxair Mechanical agrees to provide the enclosed scope of work at the following location:

**Public Safety** 850 Main Street; Forest Park, Georgia 30297

---

Scope of Work - Replace approximately 100 ft. of collapsed/damaged sewer lines below concrete floor

**Proposal Inclusions:**

- Expected project duration is 4-5 weeks
- The area from the Cheif's office up the hallway will need to have access restricted at this time
- Maxair will acquire all permits as needed for the project

Stage 1: Site Preparation (3-4 days)

- This will be noisy. Priced for regular hours. After hours add is \$3,800 for concrete cutting.
- Remove all sinks, toilets and mirrors from walls
- Remove toilet partitions to be reinstalled at a later date
- Remove carpet as needed in Cheif's office
- Drywall to be cut in restrooms to access drain lines and vents in the walls
- Drywall to be cut in hallway to access veritcal pipe to 2nd floor
- Concrete sawcutting to be performed:
  - Main trench cut from outside Cheif's office straight out the back door
  - Trench cut from hallway, through Cheif's office and into bathroom
  - Trench cut from main trench down hallway to bathrooms
  - Significant concrete cutting in bathrooms to allow access to pipes and fittings
  - Additional 50' of cutting outside the building to right-of-way
- All debris to be placed in a dumpster out back and removed

Stage 2: Plumbing Repair (5-8 days)

- All existing waste pipe to be demolished and removed
- To be replaced with new PVC solid-core waste piping, approximately 100'
- All new pipe to be properly supported from below and sloped to provide proper drainage
- Fixtures to be reconnected to new waste line:
  - (4) lavatories
  - (3) sinks
  - Existing vents
  - 2nd floor vertical waste line

Stage 3: Site Repair (2 weeks)

- Trenches to be filled in and floors repaired
  - Chief's office carpet to be put back down
  - Chief's bathroom tile to be replaced with similar terra cotta style
  - Hallway floor from outside Chief's office all the way to the back door and bathrooms to be refinished to match existing floor style
  - Parking lot behind building to be repaired with asphalt to match existing
- Drywall cut during plumbing project to be patched/repared and painted to match existing walls
- Toilets and sinks to be reinstalled
- Toilet partitions to be reinstalled

**Proposal Specifications:**

- All work unless described above to be performed during normal business hours (6AM-5PM, M-F)
- Maxair to provide all labor and material required for a complete and professional installation
- Only the work described above is included in this proposal
- Maxair labor to be warrantied for one year from project completion

**Total Cost: 152,417.00**

## AGREEMENT AUTHORIZATION

This agreement describes the rights and obligations of Maxair Mechanical and City of Forest Park and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has the authority to make any claim, representation, promise or condition on behalf of Maxair Mechanical which is not expressed herein.

This proposal is the proprietary property of Maxair Mechanical and is provided for City of Forest Park use only. Maxair Mechanical guarantees the price stated in this Agreement for sixty (60) days from the proposal date above.

The price for the Project Proposal scope of work is:

<b>Replace approximately 100 ft. of collapsed/damaged sewer lines below concrete floor</b>		
152,417.00	_____	Initial

The payment terms include 30% upon authorization of this agreement and subsequently agreed upon progress billing schedule. Upon completion and acceptance by City of Forest Park of the work, the balance is due within thirty (30) days of receipt of the final invoice.

Thank you again for the opportunity to earn your business.

**Offered By:**  
 Maxair Mechanical

**Accepted By:**  
 City of Forest Park

**Accepted By:**  
 Name: Benny Walsh  
 Title: Project Manager  
 Date:

**Accepted By:**  
 Name: Jikeva Moore  
 Title: Procurement Assistant  
 Date:

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

## TERMS AND CONDITIONS

1. Company warrants that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective, Company will extend to Client the benefits of any warranty Company has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Client's expense and at the rates then in effect. Company warrants the title to the materials and equipment furnished to the Client pursuant to this Agreement.
2. Client shall permit Company free and timely access to areas and equipment, and allow Company to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Company's normal working hours.
3. Client will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Company may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Furthermore, Client shall purchase and maintain insurance covering all interests of the Company in the work, naming the Company as a loss payee and entitling the Company to receive payment including the total unpaid balance of the Agreement Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. Client shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.
4. Client shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Company's rates then in effect) over the sum stated in this Agreement.
6. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Client shall pay Company all court costs and attorneys' fees incurred by Company.
7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Company shall not be liable for any delay, loss, damage or detention caused by the unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Company's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Client shall indemnify and hold harmless Company, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Client, anyone directly or indirectly employed by Client, or anyone for whose acts Client may be liable, regardless of whether it is caused in part by the negligence of Company.
10. Client shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Company's obligation under this agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Owner of their existence. Company shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Company expressly disclaims any and all responsibility and liability for the indoor air quality of the Client's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Client's facility, arising out of or in connection with the Company's work under this agreement, including without limitation any illness, injury or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. Client shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at the Client's premises. Client shall also bear the risk of any loss, destruction, or damage to the work performed by the Company.
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL COMPANY BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CLIENT'S TENANTS OR CLIENTS, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.

### **Disclaimer and Limitation of Liability:**

Design and as-built drawings prepared by Company and proposal information including scope of work/specifications, as defined by Company, are intended for the exclusive use of Company. If these drawings, proposal information, and specifications are used by any person or business entity other than Company, Company disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will Company be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue using the information.











Item #4.



















# **Development Authority [DA]**

## **Yearly Meeting Calendar**

January 26, 2022

February 23, 2022

March 23, 2022

April 27, 2022

May 25, 2022

June 22, 2022

July 27, 2022

August 24, 2022

September 28, 2022

October 26, 2022

November 16, 2022

December 28, 2022





## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) between the DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK (“Authority”) and THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK (“URA”) sets forth the terms and conditions related to a certain grant from the State of Georgia for the construction of a road at the Gillem Logistics Center in Forest Park, Georgia.

WHEREAS, the Kroger Company has established certain facilities at the Gillem Logistics Center;

WHEREAS, as an inducement for the Kroger Company to locate its facilities at the Gillem Logistics Center, the URA agreed to provide for the construction of an extension of Anvil Block Road to Rateree Road (the “Road”) to provide for additional ingress and egress to the Gillem Logistics Center from Forest Parkway;

WHEREAS, to provide for additional funds to construct the Road, the Authority in coordination with the Kroger Company agreed to apply for a Regional Economic Business Assistance (REBA) grant (the “Grant”) from the Georgia Department of Community Affairs; and

WHEREAS, the URA and the Authority desire to formally memorialize their mutual understanding as to the construction of the Road and the use of the Grants.

NOW, THEREFORE, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties hereto agree as follows:

### ARTICLE I RATEREE ROAD GRANT PROGRAM

#### SECTION 1.1 The Authority agrees to:

- a. Serve as the applicant for the Grant in coordination with the Kroger Company.
- b. Reimburse the URA for the cost of constructing the Road in an amount not to exceed three hundred fifteen thousand (\$315,000.00) dollars or such amount as provided by the Grant funds.

#### SECTION 1.2 The URA agrees to:

- a. Construct the Road.
- b. To act as a subrecipient of such Grant funds and to provide for and insure compliance with all provisions of the Performance and Accountability Agreement

between the Authority, the Georgia Department of Community Affairs and the OneGeorgia Authority, a copy of which is attached hereto as Exhibit A..

## ARTICLE II MISCELLANEOUS

**SECTION 2.1 Notices.** Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by certified mail, postage prepaid, return receipt requested, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

Notices to URA:	Urban Redevelopment Agency of the City of Forest Park Forest Park City Hall 745 Forest Parkway Forest Park, GA 30297 Attention: Chair
-----------------	--

Notices to Authority:	Development Authority of the City of Forest Park Forest Park City Hall 745 Forest Parkway Forest Park, GA 30297 Attention: Chair
-----------------------	--

Either party may, however, at any time, change its address for notification purposes by mailing, as herein provided, a notice stating the change and setting forth the new address.

**SECTION 2.2 Waivers.** No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed as a waiver thereof, except as otherwise herein provided. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

**SECTION 2.3 Article and Section Headings.** The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**SECTION 2.4 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SECTION 2.5 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the Program, and any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement or any other existing written agreement in whole or in part unless such agreement hereafter made is in writing and signed by the parties hereto.

SECTION 2.6 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 2.7 Term and Termination. This Agreement shall remain in full force and effect until the earlier of the conclusion of all matters related to the Grant or December 31, 2023.

SECTION 2.8 Independent Parties. The parties hereto are independent, contracting entities, and neither is authorized to act as an agent, employee, or legal representative of the other. Neither party nor its respective employees shall be considered employees of the other.

SECTION 2.9 Assignment/Subcontracting Clause. Each of the parties hereto shall ensure that all of its assignees or subcontractors, if any, comply with the terms of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Attest: URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Attest: DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

Date: \_\_\_\_\_

**PERFORMANCE & ACCOUNTABILITY AGREEMENT  
Georgia Incentive Programs**

REBA FUND AWARD NO. \_\_\_\_\_

This Performance & Accountability Agreement (this "Agreement") made and entered into as of 1/28/2020 by and among the Development Authority of the City of Forest Park, Georgia, a public body corporate and politic created pursuant to the laws of the State of Georgia (the "Development Authority"), the Georgia Department of Community Affairs, an agency within the executive branch of the State of Georgia ("DCA") and the administering agency for the OneGeorgia Authority, an instrumentality of the state and a public corporation ("OneGeorgia") (hereinafter referred to as the "Administering Agency"), The Kroger Co. ("Kroger" or "Company"), and Ocado Solutions USA, Inc. ("Ocado").

**RECITALS**

1. The purpose of the State of Georgia's incentive programs, administered through DCA, is to provide financial assistance to eligible applicants to assist the applicant to induce and assist companies to relocate, expand or construct projects in Georgia rather than a competing state; and
2. The incentive programs include, but are not limited to, the Department of Community Affairs's Regional Economic Business Assistance ("REBA") program and the OneGeorgia Authority's EDGE Fund program ("EDGE"); and
3. The Development Authority has been awarded either REBA or EDGE funding ("Financial Assistance") and, in accordance with the Development Authority's statutory purposes, will utilize the Financial Assistance to participate in a project to assist the Company; and
4. In consideration for the benefit of such Financial Assistance the Development Authority and Company must, in addition to other requirements: i) complete a project that creates and/or maintains a defined number of jobs; and ii) invest a defined amount of new private capital into the Facility (as that term is defined below). (The defined job and private capital investment requirements shall hereinafter be collectively referred to as the "Performance Standards".); and
5. The Development Authority and Company's relocation or expansion project for which the Financial Assistance was awarded is more particularly described in the REBA Fund Award, and that description is incorporated herein by reference, (hereinafter the "Project"); and

Now, therefore, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. **Award.** The Development Authority's, Kroger's, and Ocado's obligations under this Agreement are contingent upon the Administering Agency awarding Financial Assistance in the form of a REBA Grant in the amount of \$1,315,000 ("Award Amount"). Kroger shall be the ultimate beneficiary of the Award Amount and shall be solely responsible for any repayment amount of the same in the event of a default or a failure to meet the compliance threshold. Of the Award Amount, \$1,000,000 shall be used to defray the cost of site improvements at the Facility. The remaining \$315,000 shall be used to defray the cost of making road improvements at the Forest Park Road extension.

If any of the Award is used to fund equipment (the "Grant-Funded Assets"), then during the term of this Grant, the Grant-Funded Assets shall be publicly titled, and the Company shall not be permitted to use the Grant-Funded Assets as collateral for financing or to grant a security interest in the Grant-Funded Assets to anyone other than the public entity holding title.

2. **Project Description.** Pursuant to the Award, the Development Authority shall use the Award Amount to implement the Project to assist the Company, which is more particularly described in the application and summarized as:

Kroger and Ocado have developed a partnership to construct a robotically operated fulfillment center that will source, package, and prepare grocery products for direct delivery to consumers and orders to be picked up by consumers. (the "Facility"). The Facility will be located at 2100 Anvil Block Road, Ellenwood, Forest Park, Georgia 30294. Kroger and Ocado will each be making capital investment into and creating jobs at the Facility. Kroger will be making capital investment totaling \$51,000,000 and will create 350 net-new jobs at the Facility. Ocado will be making capital investment totaling \$70,000,000 and will create 60 net-new jobs. The average wage across all jobs will be \$52,000, plus benefits. The total capital investment and net new jobs at the Facility shall be \$121,000,000 and 410, respectively.

3. **Performance Standards.** In consideration for the Development Authority's assistance, the Company shall meet the following Performance Standards:
  - A. Kroger and Ocado shall create 410 net-new full-time jobs<sup>1</sup> located in the City of Forest Park, Clayton County (the "Committed Jobs").
  - B. Kroger and Ocado shall make or cause to be made a private capital investment in the Project of at least \$121,000,000 in the form of expenditures as noted in the Award ("Committed New Investment");

<sup>1</sup> Net new full time job is defined as a new job that did not previously exist within the State of Georgia which has a minimum of 35 hours per week, with the opportunity for access to, but not necessarily paid or subsidized, medical benefits.

- C. The start date for the Committed Jobs and Committed New Investment to be counted will be January 22, 2020;
- D. Kroger and Ocado shall be in full compliance with the Performance Standards within sixty (60) months from the earlier of (i) the date of the issuance of the Certificate of Occupancy for the Facility, or (ii) the date in paragraph 3E of this Agreement (the "Performance Period"), and failure to do so shall be an immediate event of default under this Agreement. In the event the Performance Standards are met prior to the expiration of the Performance Period, Kroger and Ocado must maintain such jobs and investment until the expiration of the Performance Period and failure to do so shall be an immediate event of default under this Agreement. At the request of the Development Authority and for good cause shown, the expiration of the Performance Period may be extended, at the sole discretion of the Administering Agency; provided, however, that any such request shall be accompanied by supporting documentation from the Development Authority, Kroger, and Ocado deemed satisfactory to the Administering Agency;
- E. The start-date for the Performance Period shall be no later than October 1, 2021, which is the date that Kroger and Ocado reasonably expect the Facility to be operational; and
- F. Kroger and Ocado shall maintain documentation to evidence the number of full-time permanent jobs created and maintained and the amount of private investment in the Project until such time as the Performance Standards have been met and the Administering Agency has certified compliance pursuant to Section 5 of this Agreement.
4. **Compliance Threshold and Repayment Amount.** In the event that Kroger and Ocado fail to i) meet the Performance Standards; ii) maintain operations for the entirety of the Performance Period; or iii) locate in or operate the business forming a part of the Project funded with the Award, Kroger alone shall repay directly to the Administering Agency all (in the case of the happening of the event of default identified in Section 4(ii) above) or a portion of the Award Amount in all other cases (in each case, the "Repayment Amount"). For purposes of events of default under Section 4(i) - (ii) above, the Repayment Amount shall be determined as follows:
- A. **Compliance Threshold.** Kroger and Ocado will be determined to have complied with the Performance Standards if the results of the threshold calculation conducted in accordance with the formula on Exhibit "A" ("Average Actual Performance") are equal to or greater than eighty percent (80%) ("Compliance Threshold"). The threshold calculation formula is the average of the percentage of created jobs to Committed Jobs over the Performance Period and the percentage of actual capital investment to Committed New Investment as of the expiration of the Performance Period. For purposes of this calculation, both Kroger's and Ocado's capital investment and job numbers will count. In terms of the threshold calculation, Kroger and Ocado may receive up to 110% credit of their Committed Jobs and 100% credit of their Committed New Investment at the end of the Performance Period. In no

event shall they be entitled to receive more than 100% credit of their investment commitment or 110% credit of their job commitment in the event that they exceed either of these commitments.

- B. Adjusted Award Amount. Should Kroger's and Ocado's Average Actual Performance be less than eighty percent (80%) of the Performance Standards, the Award will be adjusted proportionately by multiplying the Award Amount by the Average Actual Performance. The resulting number will then be subtracted from the Award Amount to determine what amount the Award will be adjusted to, after taking into account under performance ("Adjusted Award Amount"). Kroger alone shall repay to the Administering Agency the difference between the Award Amount and the Adjusted Award Amount. See illustrations in Exhibit "B": Repayment Calculation. The Award Amount will only be adjusted in the event that Kroger and Ocado do not meet the Compliance Threshold.
5. Reporting Requirements. Kroger, Ocado, and the Development Authority shall provide semi-annual reports to the Administering Agency concerning the progress of the creation of jobs and investments. Kroger and Ocado shall file with the Development Authority, no later than thirty (30) days upon completion of the Project as described in Section 2 of this Agreement or after the expiration of the Performance Period, documentation to evidence the actual number of full-time jobs created and total amount of private capital invested in the Project. No later than sixty (60) days after the expiration of Performance Period, the Development Authority shall file with the Administering Agency, a report documenting the Kroger's and Ocado's performance. Within a reasonable time after receipt of the report from the Development Authority, the Administering Agency will notify the Development Authority of Kroger's and Ocado's compliance or noncompliance with the Performance Standards. The Development Authority shall then provide Kroger and Ocado with such notification. Kroger, Ocado, and the Development Authority agree to keep an updated point of contact for the person(s) responsible for providing any reports owed to the Administering Agency. In the event that the person(s) responsible for providing reports changes, Kroger, Ocado, and/or the Development Authority agree to notify the Administering Agency as soon as possible.
6. Notification and Repayment. In the event Kroger and Ocado have failed to meet the Compliance Threshold, the Administering Agency will notify the Development Authority and Kroger and Ocado of the Adjusted Award Amount and the Repayment Amount. Kroger alone shall submit the Repayment Amount to the Administering Agency no later than forty-five (45) days after the date of the notification letter from the Administering Agency indicating that Kroger and Ocado have failed to meet the Compliance Threshold. Should Kroger fail to remit the Repayment Amount to the Administering Agency in a timely matter, the Administering Agency shall have the right, in its sole discretion, to impose any and all remedies available to it through its administrative processes or to seek remedies available at law or equity.
7. Adjustment in the Performance Standards. In the event a force majeure or other extraordinary circumstance, as will be determined in the sole discretion of Administering Agency, prevents Kroger and Ocado from meeting the Compliance Threshold, Kroger



and Ocado may request that Administering Agency adjust the Compliance Threshold. In the sole discretion of Administering Agency, the Compliance Threshold may be adjusted provided that the adjustment will have a direct relationship to the impact that the extraordinary circumstance had on Kroger's and Ocado's ability to meet the Performance Standards.

8. **Sale or Change of Ownership of Kroger or Ocado.** If, during the Performance Period, Kroger or Ocado make a change in their ownership by sale, merger, or other method of ownership transfer, then the entity making the change must notify the Development Authority and Administering Agency of such a change in ownership. Additionally, the new owner ("the Acquiring Company") must assume the obligations contained in this Agreement by executing an Assumption Agreement. The Administering Agency shall approve and be a party to the Assumption Agreement, along with Kroger, and Ocado the Development Authority and the Acquiring Company. In lieu of executing an Assumption Agreement, the Acquiring Company may elect to make the Repayment Amount to the Administering Agency.
9. **Transfer and Assignment of Repayment.** The Development Authority hereby transfers and assigns to Administering Agency all of the Development Authority's rights, title and interest to the Repayment Amount. The Development Authority acknowledges that, pursuant to the terms of the Agreement, Kroger shall remit all Repayment Amounts to the Administering Agency. In the event the Development Authority receives such Repayment Amounts, the Development Authority shall hold such payments in trust for the benefit of the Administering Agency provided that no later than five (5) days after receipt thereof, the Development Authority will deliver, by courier or regular U. S. Mail, such Repayment Amounts to the Administering Agency. Provided the Development Authority requires Kroger and Ocado to meet the Performance Standards, uses its best effort to assist Kroger and Ocado in meeting the Performance Standards, and assists the Administering Agency in collecting Repayment Amount when due, the Administering Agency shall have no recourse against the Development Authority for Kroger's and Ocado's failures to meet the Performance Standards unless the Development Authority explicitly accepts such recourse.
10. **Acceptance and Assumption by Administering Agency.** The Administering Agency hereby accepts the transfer and assignment of the Development Authority's rights, title and interest in, to the Repayment Amount; provided, however, that Administering Agency has not, and shall not have, accepted or assumed any obligations or liabilities of Development Authority that the Development Authority may have with regards to the Project or the Company.
11. **Exhibits.** The exhibits hereto will be construed to be a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

- 12. **Severability.** If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13. **Authorized Signatures.** Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

**[SIGNATURES ON FOLLOWING PAGE]**

**Signature Page  
Performance & Accountability Agreement  
The Kroger Co. and Ocado Solutions USA, Inc. Project  
in the City of Forest Park, Clayton County, Georgia**

IN WITNESS WHEREOF, the parties have hereunto set their signatures and affixed their seals the day and year first written above.

**The Kroger Co.**

By: 

Title: VP and Assistant Treasurer

Date: 1/16/2020

**Ocado Solutions USA, Inc.**

By: 

Title: Director of Finance Risk

Date: 1/19/2020


**Georgia Department of Community Affairs**

By: 

Title: Commissioner

Date: 1/28/2020

**Development Authority of the City of Forest Park, Georgia**

By: 

Title: Chair

Date: 1/24/2020

## PERFORMANCE & ACCOUNTABILITY AGREEMENT

### EXHIBIT "A" - Average Actual Performance for Projects

The Average Actual Performance for projects shall be determined by the following formula:

#### **STEP 1**

$$\frac{(\text{Total Jobs at end of Perfor. Period} - \text{Baseline}^{\wedge})}{\text{Committed Jobs}} = \text{Percentage of Committed Jobs Created}$$

$$\frac{\text{Actual Capital Investment}}{\text{Committed New Investment}} = \text{Percentage of Committed New Investment}^{\wedge\wedge}$$

#### **STEP 2**

$$\begin{aligned} & \text{Percentage of Committed Jobs Created}^* \\ + & \text{Percentage of Committed New Investment}^{\wedge\wedge} \\ = & \text{Percentage of Commitments Met} \end{aligned}$$

#### **STEP 3**

$$\frac{\text{Percentage of Commitment Met}}{2} = \text{Average Actual Performance}$$

*\* This percentage shall in no event exceed 110%, even if the Company exceeds 110% of its Job Commitment.*

*^The baseline applies only to expansion projects. The baseline for new projects is zero.*

*^^ This percentage shall in no event exceed 100%, even if the Company exceeds 100% of its Committed Investment.*

## PERFORMANCE & ACCOUNTABILITY AGREEMENT

### EXHIBIT "B" - Repayment Amount Calculation (Required only if Average Actual Performance is less than 80%)

#### **STEP 1**

Award Amount  
X Average Actual Performance  
 Adjusted Award Amount

#### **STEP 2**

Award Amount  
 - Adjusted Award Amount  
 Repayment Amount

#### **Example A - Repayment Required**

A \$500,000 Award to assist with site development was part of Company A's consideration to locate in Georgia rather than an out-of-state location. As part of the deal, Company A committed to create 600 jobs and make a \$5,000,000 new investment to construct and operate a new production facility in Georgia. At the end of the Performance Period, Company A has actually created 400 jobs and invested \$3,500,000 into a smaller facility.

- Award Amount \$500,000
- Commitment - 600 jobs and \$5,000,000 new investment
- Actual jobs delivered - 400 (66% of Commitment)
- Actual investment delivered - \$3,500,000 (70% of Commitment)
- $66\% + 70\% = 136/2 = 68\%$  [Average Actual Performance]
- \$340,000 (68%) Adjusted Award Amount
- \$160,000 (32%) Repayment Amount

#### **Example B - No Repayment Necessary**

A \$500,000 Award to assist with the purchase of production equipment was part of Company B's consideration to locate in Georgia rather than an out-of-state location. As part of the deal, Company B committed to create 600 jobs and make a \$5,000,000 capital investment to construct and operate a new manufacturing facility in Georgia. At the end of the Performance Period, Company B has actually created 600 jobs and invested \$4,250,000 into a redesigned facility that saved \$750,000 in capital investment.

- Award Amount \$500,000
- Commitment - 600 jobs & \$5,000,000 investment
- Actual jobs delivered - 600 (100%)
- Actual investment delivered - \$4,250,000 (85%)
- $100\% + 85\% = 185/2 = 92.5\%$  Benefit
- No repayment required

**Example C - No Repayment Necessary**

A \$500,000 Award to assist with the purchase of production equipment was part of Company C's consideration to locate in Georgia rather than an out-of-state location. As part of the deal, Company C committed to create 600 jobs and make a \$5,000,000 capital investment to construct and operate a new manufacturing facility in Georgia. At the end of the Performance Period, Company C has actually created 700 jobs and invested \$3,500,000 into a redesigned facility that saved \$1,500,000 in capital investment.

- Award Amount \$500,000
- Commitment - 600 jobs & \$5,000,000 investment
- Actual jobs delivered - 700 (117% but limited to 110% credit)
- Actual investment delivered - \$3,500,000 (70%)
- $110\% + 70\% = 180/2 = 90.0\%$  Benefit
- No repayment required

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► Prices and Info Item #9.

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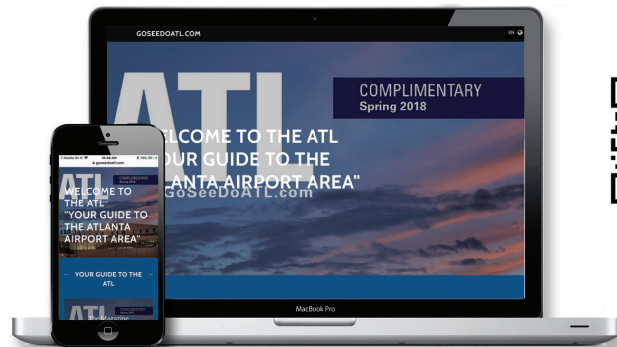
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Spring 2022 Edition	Feb 18, 2022	March 4, 2022	April 1, 2022
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**ONLINE: Now with FEATURED ADVERTISER web pages**

All print advertisers receive a FEATURED ADVERTISER link on our website with: Company Name; address; phone number; hotlink directly to your website; also free Facebook, Instagram and Twitter about special events upon request. **Non-print FEATURED ADVERTISER RATE: \$300 per month.**

**Banner Ads with hotlink to Advertisers Website: \$300/month**-minimum of 12 month contract -- available only to current magazine display advertisers. Limited space availability.

## AD SIZES & SPECIFICATIONS

(width x depth in inches)

Full Page 5.375 x 8.375  
Keep nonbleed info .25 from all edges

Bleed Size 5.875 x 8.875

Full page no bleed 4.5 x 7.25

1/2 pg Vertical  
2.125 x 7.25

1/2 pg  
Horizontal  
4.5 x 3.5

Gatefold  
3.5 x 1.9

1/4 pg  
2.125 x  
3.5

Tag Along Flyer: 8.5 x 3.75  
Live Area: 8 x 2.75

Map Footer  
5 x 1.25

Full Page Bleed..... 5.375 x 8.375  
Full Page..... 4.5 x 7.25  
1/2 pg horiz..... 4.5 x 3.5

1/2 pg vert. .... 2.125 x 7.25  
1/4 pg..... 2.125 x 3.5  
Gatefold ..... 3.5 x 1.9

Map Footer. .... 5 x 1.25  
Tag Along..... 8.5 x 3.75

TERMS OF PAYMENT: Minimum 25% due with contract. Net 15 days after publication date. Cash Discount, 5%, must be paid, on a quarterly basis, one month prior to publication date. Make checks payable to Atlanta Airport Publications, LLC.

FINAL TRIM SIZE: Magazine is 5.375" x 8.375", all bleed ads should add an additional 1/4" on each side for final trim. No live copy within 1/4" of the trim. PRINTING SPECIFICATIONS: Process inks only; no PMS inks. PMS colors will be matched as closely as possible. PRINTING PROCESS: Heatset Web Offset FURNISHED FILES: CMYK Print Optimized PDF files are preferred. Adobe Indesign CS files are also allowable. Any files sent via email should also be faxed to show proper layout. Files should be sent to ellen@aap2000.com. 8MB maximum allowable for emailed files. Work as a result of incorrect layout is billable to customer.  
CREDIT CARDS ACCEPTED – VISA, MASTERCARD & AMERICAN EXPRESS

Cost of collection for delinquent accounts will be charged additionally. All payments due prior to publication. ADVERTISING ACCEPTANCE: Atlanta Airport Publications, LLC. reserves the right to reject any advertising considered by the publisher to be objectionable in subject, wording or appearance. Publisher may require proof of copyright material release. MATERIAL RESPONSIBILITY: Advertisers are responsible to submit all ad materials (copy and artwork) by the published deadline. If available, the last insertion will be run if material is not received in time. In all events, the client is liable for contracted space. AD POSITIONING: Ads are placed ROP at the discretion of the Publisher. No guaranteed position or premium positions.

# Production Information



Advertiser \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ email \_\_\_\_\_ Fax \_\_\_\_\_

Ad Size:  Full Page,  1/2 PG Horiz.,  1/2 PG Vert.,  1/4 PG,  Outside Gatefold,  Inside Gatefold,  Listing

Ad Placement (section/page): \_\_\_\_\_  requested  guaranteed

Ad Copy:  Pick Up Ad from: \_\_\_\_\_ Page# \_\_\_\_\_ Other Source \_\_\_\_\_

Pick Up Ad and Change from: \_\_\_\_\_ Page# \_\_\_\_\_  Other Source \_\_\_\_\_

Custom Ad Design:  Photos/logo to use (list directly below the images and how they will be provided) Date Copy is Due: \_\_\_\_\_

Sketch of layout below

**Full Page** (5.375 x 8.375)

Keep nonbleed info .25 from all edges

Bleed Size 5.875 x 8.875

Full page no bleed 4.5 x 7.25

**1/2 Page Vert.** (2.125 x 7.25)

**Gatefold** (3.5 x 1.9)

**1/4 Page** (2.125 x 3.5)

**1/2 Page Horiz.** (4.5 x 3.5)

**Listing** (two lines only)

**Map Footer** (2.125 x 3.5)

# Advertising Contract

Ad purchased for insertion in:

ATL Guide     GoSeeDoATL.com     Other \_\_\_\_\_

Advertiser Forest Park Development Authority    Contact Billy Freeman

Phone 404-363-2454     Cell/Fax    email \_\_\_\_\_

Street 785 Forest Parkway    City Forest Park    State GA    Zip 30297

Agency/Additional Info \_\_\_\_\_

SIZE: 2  Full pg     2/3pg     1/2pg     1/3pg  
 1/4pg     1/6pg     1/8pg     1/12pg  
 other \_\_\_\_\_     vert.     horiz.

SECTION: 1 Full Page, 1/2 page City editorial & 1/2 page City listings and events

SPECIAL POSITION: Full Page, City editorial section & listings & Events     requested     guaranteed

MEDIA:  Print Ad     Website Ad

**AD SPACE COST:**

\$ 5,300.00    Cost of Ad per edition/quarter  
 Trade for Sponsorship/Special Partner Discount  
~~XXXXXXXXXXXXXXXXXXXX~~  
 \$ -2,050.00  
 \$ 3,250.00    Net Cost of Ad per edition/quarter  
~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
 Date 100% cash due: \_\_\_\_\_ (5% interest will be charged if 100% not paid by this date)

**PAYMENT TYPE:**

100% Cash or Check with contract: \$ \_\_\_\_\_  
 Credit Card 100% Payment \$ \_\_\_\_\_     Visa     MC     AMEX  
 Acct # \_\_\_\_\_    CVV \_\_\_\_\_  
 Exp. date \_\_\_\_\_    Zip Code \_\_\_\_\_  
 Name on card \_\_\_\_\_  
 Payment Plan: (25% down with contract and 2 additional payments)  
 1st Payment Date \_\_\_\_\_    amount: \$ \_\_\_\_\_  
 2nd Payment Date \_\_\_\_\_    amount: \$ \_\_\_\_\_  
 3rd Payment Date \_\_\_\_\_    amount: \$ \_\_\_\_\_

Make checks payable to: **Atlanta Airport Publications, LLC., PO Box 16954, Atlanta, GA 30321** (404) 767-7823 Phone/fax (770) 367-6557 Cell Ask for Ellen Simpson

**FREQUENCY:** (applicable only to non-annual publications)  
 ATL Guide  2x     3x     4x    Start quarter: summer 2022 & winter 2023  
 winter 2023     spring \_\_\_\_\_     summer 2022     fall \_\_\_\_\_  
 GoSeeDoATL.com  Jan     Feb     Mar     Apr     May     Jun  
 Jul     Aug     Sep     Oct     Nov     Dec

**Special Instructions**

**ONE TIME ONLY**

Ad cost \$3,250.00 (this is one time only).

This is for a Full page Ad-we will upgrade this ad to OBC (outside back cover) one time only, 1/2 Page City editorial Ad, 30 business listings and city events in our Calendar.

Please send pictures, listings and events to:

info@aap2000.com

Sign and fax or email to:

(404) 767-7823.

info@aap2000.com

If you have questions, contact Mike Simpson at:

(770) 403-1629.

Thank you very much,

Ad Copy Submission: Send to Ellen@AAP2000.com

Rack Partners agree to prominently display Atlanta Airport Publications, LLC publications in their place of business where it will be seen by the public, to allow the AAP distributor to fill the racks on a periodic basis and to not allow other magazines, fliers, etc to be placed in the AAP racks. Customer's Initials \_\_\_\_\_

GENERAL TERMS AND CONDITIONS: This Advertising Agreement is subject to the terms outlined herein as well as those in the current Advertising Rate Card. Read all terms carefully before signing.  
 All Advertising Agreements are subject to Publisher's approval and acceptance. Acceptance of the Advertising Agreement constitutes an agreement to provide advertising space as described in the Agreement. The undersigned, by signing of this Advertising Agreement, acknowledges that he/she has read and understands all of the terms contained herein, and in the current Advertising Rate Card and that this Agreement is subject to all such terms which are expressly made a part of this Agreement.  
 Cancellations or changes in the Advertising Agreement are accepted only in writing to the Publisher, and must be received on or before the "advertising closing date" for the applicable issue. Publisher will schedule, run and invoice all contracts in possession on the advertising closing date of a scheduled issue. Advertisers are responsible for submission of advertising copy and materials by material deadlines. Publisher reserves the right to run last insertion and bill advertiser if new materials are not submitted by deadlines.  
 Payment for all advertising and production shall be the responsibility of the advertiser and any contracted advertising agency and shall be made in accordance with Publisher's current rate card unless otherwise duly noted in the Agreement. Payment is due and payable upon receipt of invoice. Upon credit approval, payment is due within 30 days of receipt of invoice. A service charge of 1 1/2% per month will be added to accounts past due, beginning 30 days delinquent and charged monthly thereafter. Publisher shall not be required to seek payment directly from the advertiser when the advertisement is placed by any contracted advertising agency, but may seek payment from either or both of said parties. In the event payment is not made as required and agreed to in this Agreement, the advertiser and the advertising agency shall be responsible for any and all attorney's and/or collection agency fees incurred in the collection of the debt.  
 The advertiser and advertising agency agree to indemnify and hold harmless Publisher and any and all of Publisher's publishing clients with whom Publisher may have contracted for any and all loss, expense or other liability (including attorney's fees) arising from any claim of libel, violation of privacy, plagiarism, copyright infringement, omission, incorrect information or placement and any other claim or suit that may arise out of the publication of any advertised copy submitted, printed or published. Advertiser and advertising agency also agree to indemnify and hold harmless Publisher and any and all of Publisher's publishing clients with whom Publisher may have contracted from the loss of any artwork, materials, separations, PMTs, negatives and other materials submitted to Publisher for said advertisement or for raw materials submitted to Publisher for production of advertisement, such as copy and photography, and any related expense or other liability (including attorney's fees).

Advertiser's Representative: Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Publisher's Representative: Authorized Signature: Michael J. Simpson    Date: 1/27/2021