

**DOWNTOWN DEVELOPMENT AUTHORITY DIRECTORS MEETING
CITY OF SNELLVILLE, GA
SPECIAL CALLED MEETING NOTICE
Agenda**

TYPE OF MEETING

- SPECIAL CALLED
- REGULAR MONTHLY MEETING
- CALLED

(X) A QUORUM OF THE MEMBERS OF THE FOLLOWING PUBLIC AGENCIES MAY BE IN ATTENDANCE AT THIS MEETING:

- (X) MAYOR & COUNCIL**
- (X) DOWNTOWN DEVELOPMENT AUTHORITY OF SNELLVILLE**
- (X) DEVELOPMENT AUTHORITY OF SNELLVILLE**
- (X) URBAN REDEVELOPMENT AGENCY OF SNELLVILLE**

DATE OF NOTICE: Tuesday, November 8, 2022
DATE OF MEETING: Wednesday, November 9, 2022

TIME OF MEETING: 4:30 PM
LOCATION: Snellville City Hall – 2nd Floor, Room 259

AGENDA:

I. CALL TO ORDER

II. NEW BUSINESS

A. Consideration and Approval of the Letter of Intent and the Lease Agreement for The Hall at the Grove.

VI. ADJOURNMENT

NOTIFICATION:

GWINNETT DAILY POST	10:25 AM	11/8/2022
ATLANTA JOURNAL “GWINNETT EXTRA”	10:25 AM	11/8/2022

As set forth in the Americans with Disabilities Act of 1992, the City of Snellville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Butch Sanders, 2342 Oak Road, Snellville, Georgia 30078 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice Regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA Coordinator.

The City of Snellville will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Snellville should be directed to ADA Coordinator, 2342 Oak Road, Snellville, Georgia 30078, telephone number 770-985-3503.

EXECUTIVE SESSION

An Executive session may be called to discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the open meetings act pursuant to O.C.G.A. section 50-14-2-(1). Further, discussion may include future acquisition, disposition, contract to purchase, and lease of real estate, which is excluded from the open meetings act pursuant to

O.C.G.A. section 50-14-3-(4). Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. section 50-14-3-(6).

October 27, 2022

Jamal Wilson

Managing Partner

The Vigor Group LLC

Direct 813-453-9886

jamal@vigorgrp.com

LEASE PROPOSAL SUMMARY

MARKET CENTER AT SNELLVILLE TOWN CENTER

Landlord: The City of Snellville and Downtown Development Authority (DDA)

Tenant: The Vigor Group, LLC

Trade Name: The Hall at the Market

Shopping Center: The Grove at Snellville Town Center -Mercantile Building

Market Center Premises: 18,655 sf comprised of:

1 st Floor	11,749 sf	(restaurant space)
2 nd Floor	6,906 sf	(event space)

Proposed Permitted Use: Operation as an upscale food hall with a collection of independent small, locally developed restaurant concepts selling an assortment of unique food offering with common indoor and outdoor seating along with a common bar area selling wine, craft beer and alcoholic beverages. Second floor shall be used as an event space where indoor and outdoor gatherings and events will be held. The space shall not be used for any other purpose without the approval of Landlord which shall be allowed or denied in its sole discretion.

Guarantor: Jamal Wilson shall personally guaranty this lease for the first ten years of the term.

Initial Term of Lease : 15 years

Option Periods: Three (3) five (5) year option periods with 180 days prior written notice

Proposed Rent:

Yrs 1-5	\$22.05 psf	\$411,343/yr
Yrs 6-10	\$23.15 psf	\$431,863/yr
Yrs 11-15	\$24.30 psf	\$453,316/yr

Option rent to increase 7.5% every five years.

Event Space Additional Rent: Tenant shall pay to Landlord 10% of all gross proceeds from use of the event space.

Estimated Common Area/Additional Charges:

Common Area Maintenance Expense (CAM): Tenant shall pay a proportionate share of CAM. CAM is initially estimated at \$3.50 per square foot per annum. (\$5,441.04/mth)

Management Fee: Estimated to be \$.87 psf (\$1,352.49/mth)

Insurance: Tenant shall pay a proportionate share of Landlord's insurance costs. Landlord's insurance costs are initially estimated at \$0.30 per square foot per annum (\$466.38 per month)

Rent Commencement Date: Tenant shall begin to pay Rent and all Additional Charges on the Rent Commencement Date which is the earlier to occur of: (a) the date Tenant opens for business in the Premises (b) two hundred ten days after delivery of Premises to Tenant with all Landlord work on the 1st Floor complete not including force majeure delays such as global pandemic supply chain delays. Further conditions to be set forth per Lease.

Deposits: Upon signing Lease, Tenant will pay Landlord 1) \$35,988.58 ("Commitment Deposit") to be credited towards the monthly Rent and Additional Charges first becoming due and 2) \$35,988.58 ("Security Deposit") to be held by Landlord.

Signage: Tenant shall be allowed signage per the Sign Criteria for Snellville Towne Center. Notwithstanding, Tenant shall have the right to install or place signs or other professionally prepared advertising materials in or about the Premises or on the building in areas designated by Landlord.

Outdoor Seating: Tenant may provide additional outdoor seating for its customers on property owned by Landlord immediately adjacent to the Premises or in

the second floor event space with no additional charge to Tenant . Tenant will be responsible for compliance with all relevant state, municipal or local laws, regulations or ordinances applicable to its operations in the outdoor seating area. Tenant shall keep seating area neat and clean and free of debris.

Tenant Work:

Tenant's work shall be performed in a good and workmanlike manner in conformity with all government codes, statutes, rules and regulations and by a duly licensed and insured contractor who is acceptable to Landlord. All of Tenant's work shall be subject to the prior written approval of Landlord before it is performed and Tenant shall provide copies of all plans and specifications for approval. Tenant shall also provide a budget for its work. Tenant shall install all improvements, fixtures, finishes, communication and internet services infrastructure needed for Tenant to operate for its Permitted Use. Tenant shall be responsible only for tenant improvement costs for the first floor (11,749 sf). Landlord shall be responsible for the total cost of tenant improvement costs for the second floor (6,906 sf), including any vertical transportation (elevator, etc.) between the first and second floors.

Landlord's Work:

Landlord's work to include development of the Market Center building as set forth on Landlord's plans to be delivered to and reviewed and approved by Tenant within 90 days of Lease execution.

Tenant Improvement Allowance:

Landlord shall provide Tenant up to \$200.00 per square foot for the first floor (11,749 sf) for the tenant improvement costs of the first floor of the Premises. Tenant Improvement Allowance shall only be used for real property improvements to the first floor of the Premises and shall not be used for FFE. Tenant Improvement Allowance shall be paid as follows: 1. 50% shall be paid upon the following A. Tenant provides verification that it has spent one million dollars (\$1,000,000) on Tenant's work and B. Landlord's architect verifies that 50% of the Tenant's Work has been completed and receipt of all partial lien waivers applicable to the work performed has approved Tenant Drawings.

2. Remaining 50% to be paid upon architect verifying that 50% of the Tenant's Work has been completed and receipt of all partial lien waivers applicable to the work performed and receipt of the following: a. Certificate of Occupancy b. Receipt of all lien waivers c. Opening for business and receipt of first month's rent.

Furnishings, Fixtures and Equipment: FFE for the entire Premises (1st and 2nd Floor) shall be provided by Tenant at Tenant's expense.

Continuous Operation:

Tenant shall be obligated to initially open the Premises for business to the public on the Rent Commencement Date and to continuously

operate its business in accordance with the Lease for the entire Term of the Lease,

Assignment: All assignments and subleases will require prior Landlord consent in its sole discretion and Tenant shall be solely responsible for any legal fees associated with such assignment/sublease.

Radius Restriction: 10 miles

Financial Reporting: Monthly written report of sales to Landlord.

OEA/REA: Lease will be subject to all matters of record to be further described in the lease.

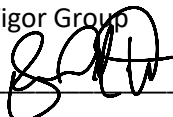
Brokers: Landlord will be represented in this transaction by Casto Southeast Realty Services LLC and MidCity Realty Corporation pursuant to the Management and Leasing Agreement for the Grove at Town Center dated November 29th, 2020. Tenant will be representing himself in the transaction. No other brokers will be involved in the transaction.

This proposal is not a binding agreement but rather an expression of our mutual interest to enter into a binding lease containing the provisions outlined herein and such other provisions as are necessary to constitute a completed lease. If the terms are acceptable, please indicate by having a duly authorized representative of Tenant sign this letter on the acceptance line provided below.

Sincerely,

Shannon Dixon

AGREED TO AND ACCEPTED BY TENANT:

The Vigor Group
By:  _____
Its: Owner
Date: 11/3/2022

AGREED TO AND ACCEPTED BY LANDLORD:

City of Snellville and Downtown Development Authority

By: _____

Its: _____

Date: _____