



Board of County Commissioners Pre- Commission Meeting

August 15, 2023 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

- 1. Call to Order**
Mayor Lester M. Miller
- 2. Announcements**
- 3. Presentations**
- 4. Approval of Minutes**
 - a. Approval of minutes from the August 1, 2023 meeting (Sponsored by:)
- 5. Appointments to Authorities, Boards and Committees**
 - a. A Resolution Appointing Ivey Hall, Jeremy Grissom And Janeen Andrews To Serve On The Friends Of Rosa Parks Square Board (Sponsored by: Seth Clark, Mayor Pro Tem)
- 6. New Alcohol Beverage Licenses**
 - a. 424 ST Enterprises LLC d.b.a. CRU Lounge located at 2440 Riverside Drive, Macon,GA
Distilled Spirits, Wine, Malt Consumed on Premise
Temporary License
Measurement Form Approved and Attached
Newspaper Ad attached
Zoning Approved

Restaurant and Bar in existing building
Limited Liability Company with 2 members
Lease Building
Certificate of Good Standing Attached
Legal reviewed and recommends denial.

As of August 10, 2023, the owner of the real property parcel upon which CRU LOUNGE is located at 2440 Riverside Drive, NotNorth LLLP owes an aggregate outstanding balance of \$2,317.48 on the following Macon-Bibb County Tax Bills: 2023-1032256 \$126.00; 2022-4032256 \$165.85; 2022-3032256 \$133.35; 2022-2032256 \$133.35; 2022-1032256 \$133.35; 2021-4032256 \$173.40; 2021-3032256 \$140.90; 2021-2032256 \$140.90; 2021-1032256 \$140.90; 2020-4032256 \$180.96; 2020-3032256 \$148.46; 2020-1032256 \$148.46; 2019-4032256 \$190.32; 2019-3032256 \$212.82

(Sponsored by: Lester M. Miller, Mayor)

- b. Market at Mercer located at 4230 Mercer University Drive, Macon, GA 31204

- Malt and Wine Packaged to Go
- Temporary License
- Gas Station
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Zoning Compliance Approved and Attached
- Privately Held Corp.
- Lease - Building owned by Arim Properties, LLC which is owned by Asif Khan. Asif Khan is the owner of the business
- Certificate of Good Standing Attached

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

- c. Mahadev 1212 d.b.a. Texaco Food Mart located at 1212 Eisenhower Parkway, Macon, GA

- Existing Structure with Fuel Sales
- Measurement Form approved and attached
- Newspaper Ad Attached
- Zoning Compliance approved and attached
- Limited Liability Company - 1 member
- Identifies as Food Mart and Gas Station
- Lease No Relation
- Certificate of Good Standing Attached

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

7. Grants

- a. A Resolution Authorizing The Acceptance Of A Trauma Course Grant From The Georgia Emergency Medical Services Association In An Amount Not To Exceed \$5,850.00, With No Local Match Required, Awarded To The Macon-Bibb County Fire Department (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution To Authorize The Mayor To Execute An Agreement With UWCGHI, Inc. (Brookdale Resource Center) Granting Emergency Solutions Grant-Coronavirus (“ESG-CV”) Funding, In The Amount Of \$91,843.63, For The Provision Of Temporary Emergency Shelter Services (Sponsored by: Lester M. Miller, Mayor)

8. Appropriations

- a. An Ordinance To Authorize A Supplemental Appropriation Of Up To \$300,000.00 From General Fund – Fund Balance To Transfers To Capital Improvements Fund For The Purpose Of Funding The Purchase And Installation Of A New Roof For Macon City Hall (Sponsored by: Lester M. Miller, Mayor)

9. Special Purpose Local Option Sales Tax

- a. A Resolution To Approve The Forty-Second Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance To Authorize The Appropriation Of Up To \$2,545,734.00 From 2018 SPLOST Proceeds, 2023 Courthouse Addition – Courthouse Line Item, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

10. Contracts and Purchase Orders for Approval

- a. A Resolution Authorizing The Mayor To Execute An Amendment To Macon-Bibb County’s Agreement With Cherry Street Capital Fund II, LLC For The Construction Of New Solar Rooftop Projects At Memorial Park; To Provide Solar Power At No Added Cost To Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Authorizing The Issuance Of A Purchase Order To Journal Technologies, Inc. For ECourt Software And Maintenance Services For The Bibb County Courts For 12-Months For \$151,034.74, To Be Paid From The Information Technology Budget, Enterprise Applications - Repairs & Maintenance, Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)

11. Establishing 2023 Millage Rate

- a. An Ordinance Reducing The Millage Rate From 17.901 Mills To 10.723 Mills, To Be Levied And Assessed For The Year 2023 Upon The Taxable Property Located In The Macon-Bibb County Tax District (Sponsored by: Lester M. Miller, Mayor)

12. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

MINUTES

August 1, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

COMMISSIONERS PRESENT:

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Bill Howell
Commissioner Raymond Wilder
Commissioner Mallory Jones
Commissioner Virgil Watkins
Commissioner Al Tillman

OTHERS PRESENT:

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Director of Planning & Public Spaces
Janice Ross, Clerk of Commission
Sara Davis, Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Frank Howard, Assistant County Attorney
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications
Wanzina Jackson, Director, Economic and Community Dev.
Charlotte Woody, Asst. Director, ECD
Kim Roberts, Bibb County Sheriff's Office
Robert Myers, ECD

GUESTS:

Cass Hatcher, CEO, Rivers Edge
Sheriff David Davis, Sheriff's Office

1. Call to Order

Mayor Lester M. Miller called the meeting to order

2. Approval of Minutes

A. Approval of the minutes from the July 18, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the minutes of the July 18, 2023 meeting were approved.

3. New Alcohol Beverage Licenses

A. Shell Food Mart located at 6369 Thomaston Road, Macon, GA

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the new alcohol beverage license for Shell Food Mart was approved.

B. Ocmulgee Brew Pub located at 484 Second Street, Macon, Georgia

On motion of Commissioner Jones, seconded by Commissioner Wynn and carried unanimously, the new alcohol beverage license for Ocmulgee Brew Pub was approved.

C. Serenity Entertainment Complex d.b.a. Serenity's Entertainment Lounge located at 427 Poplar Street, Macon, Georgia

On motion of Commissioner Bronson, seconded by Commissioner Howell and carried unanimously, the new alcohol license for Serenity Entertainment Lounge was approved.

D. Citgo Food Mart located at 1681 Rocky Creek Road

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the new alcohol beverage license for Citgo Food Mart was approved.

- E. Rasik 2022 LLC d.b.a. BJ Food located at 1471 Rocky Creek Road, Macon, GA
Committee of the Whole on June 20, 2023 recommended denial based on the fact that the business did not have the required variety of produce for a Food Mart. They otherwise complied with the definition of a Food Mart. After reinspection, the store now exceeds minimum requirements for a Food Mart. The store appealed the decision.

At the hearing, the following stipulations were imposed for the store to obtain a license:

- MBC agrees to present the Basis for Agreement herein to the Commission at the next reasonable Commission Meeting of the Macon-Bibb County Commission through legal counsel. Upon conclusion of the presentation of the Basis for Agreement, MBC legal counsel shall recommend approval of the Application.
- Rasik 2022 shall waive its right to hearing pursuant to MBC Code Chapter 4 Article XI. This term shall not be interpreted to preclude Rasik 2022 from pursuing an appeal of the Commission's final decision on the Application to the superior court or other appeal or legal remedy as prescribed by law.
- Rasik 2022 shall continue to offer the products necessary to meet the legal minimum requirement of a Food Mart and otherwise continue to meet the legal requirements to be granted and hold the alcohol licensure for which it applied in its Application.
- This Agreement does not constitute an admission of responsibility or liability by either Macon-Bibb County or Rasik 2022, nor their respective officers, employees or former officers and employees.
- Except as expressly provided to the contrary in this Agreement, each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
- This Agreement is governed by the laws of the State of Georgia. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be in any court of competent jurisdiction located in Bibb County, Georgia.
- For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be constrained against any party for that reason in any subsequent dispute.
- This Agreement is effective when executed by both Parties.

On motion of Mayor Miller, seconded by Commissioner Howell and carried unanimously, the new alcohol beverage license for Rasik 2022 was approved with stipulations.

4. Motion to Add Items to the Agenda:

- An Ordinance to sub-appropriate at least \$325,000.00 and up to \$450,000.00 from those SPLOST Funds previously appropriated to each of Frank Johnson Recreation Center and Memorial Park Recreation Center in ordinance no. O-23-0034 SPLOST Proceeds, for the purpose of construction ADA-Accessible Playgrounds at such centers.

Commissioner Watkins moved to add the above item to the agenda; it was seconded by Commissioner Lucas.

Commissioner Watkins requested a roll call vote to add the item to the agenda:

*Commissioner Tillman voted yes
Commissioner Watkins voted yes
Commissioner Howell voted no
Commissioner Wilder voted no*

*Commissioner Clark voted yes
Commissioner Jones voted yes
Commissioner Lucas voted yes
Commissioner Bronson voted yes
Commissioner Wynn voted yes*

The item was approved to be added to the agenda.

Discussion followed.

On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the Ordinance was tabled.

An Ordinance to authorize the appropriation of up to \$1,425,000.00 in American Rescue Plan Act funds for the provision of services to disproportionately impacted communities through social determinants of Health-Community Violence intervention.

Commissioner Watkins moved to add the above Ordinance to the agenda, Commissioner Tillman seconded the motion.

Commissioner Watkins requested a roll call vote to add the item to the agenda:

*Commissioner Tillman voted yes
Commissioner Watkins voted yes
Commissioner Howell voted no
Commissioner Wilder voted no
Commissioner Clark voted yes
Commissioner Jones voted no
Commissioner Lucas voted yes
Commissioner Bronson voted yes
Commissioner Wynn voted no.*

The motion to add the item to the agenda was approved.

On motion of Commissioner Lucas, seconded by Commissioner Jones and carried unanimously, the Ordinance was tabled.

5. Additions or Changes to the Macon-Bibb County Code

- A. An Ordinance To Amend Various Provisions Of Chapter 4 Of The Macon-Bibb County Code Of Ordinances, For The Purpose Of Narrowing The Use Of Special Event Alcohol Licenses; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor, Bill Howell, Commissioner)

Commissioner Jones moved to approved, seconded by Commissioner Wilder.

Commissioner Bronson moved to table. Hearing no second he withdrew his motion.

Commissioner Watkins moved to table, Commissioner Lucas seconded the motion. Commissioner Watkins asked for a roll call vote.

*Commissioner Wynn voted no
Commissioner Bronson voted yes
Commissioner Lucas voted yes
Commissioner Jones voted no
Commissioner Clark voted no
Commissioner Wilder voted no*

*Commissioner Howell voted no
Commissioner Watkins voted yes
Commissioner Tillman voted yes.*

Motion to table failed by a vote of five to four.

On motion of Commissioner Clark, seconded by Commissioner Wynn and carried by a vote of five to four with Commissioners Wynn, Jones, Clark, Wilder and Howell casting the assenting vote and Commissioners Bronson, Lucas, Watkins and Tillman casting the dissenting votes, the amendment to revise Line Item 20 under Section 4-22 (a) "Special event permit where applicant is a non-profit organization \$0.00 per day of the event" was approved.

On motion of Commissioner Watkins to remove section 2.G "proof application has been approved by Code Enforcement", seconded by Commissioner Bronson and failed to pass by a vote of five to four with Commissioners Wynn, Jones, Clark, Wilder and Howell casting the dissenting votes and Commissioners Bronson, Lucas, Watkins and Tillman casting the affirmative votes.

On motion of Commissioner Watkins to strike section 2.(D) "a certificate of good standing, as required for the applicant and for the owner of the venue where the special event is occurring in accordance with Section 26-51 of the Code". The motion died for lack of a second.

Commissioner Howell called for the question, Commissioner Tillman seconded. The motion was approved unanimously.

Commissioner Watkins called for a roll call vote.

*Commissioner Wynn voted yes
Commissioner Bronson voted no
Commissioner Lucas voted no
Commissioner Jones voted yes
Commissioner Clark voted yes
Commissioner Wilder voted yes
Commissioner Howell voted yes
Commissioner Watkins voted no
Commissioner Tillman voted no.*

The motion was approved by a vote of five to four.

6. Speed Zones and Speed Limits

- A. A Resolution To Amend "Schedule IX" As Referenced In Section 28-17 Of The Macon-Bibb County Code Of Ordinances Relating To Speed Zones And Speed Limits In Macon-Bibb County, To Add Four School Zones (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the speed zones and speed limited to add four school zones was approved.

- B. An Ordinance Amending A Portion Of Section 28-19 Of The Macon-Bibb County Code Of Ordinances To Set The Maximum Speed Limits On Twin Pines Drive, Ruark Road, Hall Road, And Tucker Road; (Sponsored by: Elaine Lucas, Commissioner, Valerie Wynn, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the Ordinance to set the maximum speed limit on Twin Pines Drive, Ruark Road, Hall Road and Tucker Road was approved.

7. Land Donation

- A. A Resolution Authorizing The Mayor To Accept The Donation Of 0.246 Acres, More Or Less, Along Jordan Lakes Road (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Bronson and carried unanimously, the donation of 0.246 acres along Jordan Lakes Road was approved.

8. Grants

- A. A Resolution Authorizing The Acceptance Of An American Rescue Plan Act Public Safety And Community Violence Reduction Grant From The Governor's Office Of Planning And Budget In The Amount Of \$1,621,809.20, With No Local Match Required, Awarded To The Bibb County Sheriff's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the acceptance of an ARP Grant for violence reduction grant was approved.

- B. Resolution To Authorize The Mayor To Execute An Agreement With The Salvation Army, Inc. Granting To The Salvation Army Emergency Solutions Grant- Coronavirus ("ESG-CV") Funding In The Amount Of \$100,299.35 For The Provision Of Emergency Shelter Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Wilder and carried unanimously, the agreement with the Salvation Army ESG-CV Grant was approved.

- C. A Resolution Authorizing The Acceptance Of The National Recreation And Park Association Mentoring For Youth Impacted By Substance Misuse Grant In The Amount Of \$70,000.00, With No Local Match Required, Awarded To The Macon-Bibb County Recreation Department (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Nation Recreation and Park Association Grant was approved.

9. Contracts and Purchase Orders for Approval

- A. A Resolution To Authorize The Mayor To Execute An A Independent Contractor Agreement With River Edge Foundation, Inc., Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$600,000.00 For The Construction Of Twenty-Six (26) Tiny Homes (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Wilder and carried unanimously, the agreement with River Edge for 26 Tiny Homes was approved.

- B. Holt Company, For The Lease Of Vacant Parking Lot R0-73-0c At Walnut Street Lane For Vehicles Authorized To Park Therein By The County (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the lease of vacant parking lot at Walnut Street was approved.

10. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by

or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the meeting went into Executive Session for the reasons listed above.

11. Pilot Agreement

- A. A Resolution Authorizing The Mayor To Enter Into An Intergovernmental Contract With The Macon-Bibb County Urban Development Authority To Provide For The Issuance Of Bonds, The Acquisition Of A Parking Garage, And The Making Of Certain Payments Concerning The Bonds, And To Enter Into A Pilot Agreement With The Macon-Bibb County Urban Development Authority, Central City Commons GP, LLC And Its Affiliates, The Bibb County School District, The Macon-Bibb County Board Of Tax Assessors, And The Macon-Bibb County Tax Commissioner To Provide For Certain Payments In Lieu Of Taxes On Certain Parcels, All In Furtherance Of The Crescent Corners Development Project Containing A Hotel, Parking Garage, Mixed Used Retail, And Multifamily Elements; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the Intergovernmental contract with the UDA for Pilot Agreement for the development of Crescent Corners Development was approved.

There being no further business, the meeting was adjourned.

Respectfully submitted:

Janice S. Ross, CMC
Clerk of the Macon-Bibb County Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☐ MAYOR LESTER M. MILLER | ☒ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING IVEY HALL, JEREMY GRISSOM AND JANEEN ANDREWS TO SERVE ON THE FRIENDS OF ROSA PARKS SQUARE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Friends of Rosa Parks Square Board has been established pursuant to Section 2-890 of the Macon-Bibb County Code of Ordinances, and has a stated mission to “maintain and preserve Rosa Parks Square as a park which sufficiently honors and memorializes the life and legacy of Rosa Parks”; and

WHEREAS, pursuant to Section 2-892 of the Macon-Bibb County Code of Ordinances, the Friends of Rosa Parks Square Board consists of (12) members appointed by the Mayor Pro Tempore of Macon-Bibb County, and submitted to the Macon-Bibb County Commission for confirmation; and

WHEREAS, members of the Friends of Rosa Parks Square Board shall be residents of Macon-Bibb County, and shall be at least eighteen (18) years old, and shall serve a term of five years, or until their successor is appointed and confirmed; and

WHEREAS, Ivey Hall has been recommended for appointment, to fulfill the unexpired term of Nancy Cleveland, whose term is set to expire July 14, 2024; and

WHEREAS, Jeremy Grissom has been recommended for appointment, to fulfill the unexpired term of C. Jack Ellis, whose term is set to expire July 14, 2024; and

WHEREAS, Janeen Andrews has been recommended for appointment, to fulfill the unexpired term of Louie Hargrove, whose term is set to expire July 14, 2024; and

WHEREAS, Ivey Hall, Jeremy Grissom, and Janeen Andrews have expressed their interest and willingness to serve, meets all rules, regulations, and requirements necessary for appointment and submitted their resumes and certificate of good standing for reference and review, attached hereto as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Ivey Hall, Jeremy Grissom, and Janeen Andrews are hereby appointed to serve as members of the Friends of Rosa Parks Square Board to fulfill the unexpired terms of Nancy Cleveland, C. Jack Ellis and Louie Hargrove, with said terms to begin on the effective date of this Resolution, and expire July 14, 2024.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Clark Appointing Ivey Hall, Jeremy Grissom And Janeen Andrews To The
Friends Of Rosa Parks Square Board.Docx*

EXHIBIT A

Jeremy Grissom

734 Cole Drive Macon, GA 31217, jgrissom.jg27@gmail.com

Personal Profile

Enthusiastic business professional with over ten years of professional work experience in team leadership, social service, law enforcement, and forensic psychology roles. Also, professionally dedicated, and able to work in a versatile environment as well as provide excellent thinking and quick learning skills.

Education

Argosy University – Atlanta, GA

Master of Arts in Forensic Psychology – December 2015

Savannah State University – Savannah, GA

Bachelor of Science in Criminal Justice – December 2011

Professional Experience

Crime Prevention Coordinator

Office of the Mayor

Apr 2022 – Present

- Tracking all existing MVP programs, identifying gaps in service, and maintaining a database of program results and evaluations.
- Facilitating collaboration among the MVP Leadership Team, including scheduling meetings, distributing materials, and providing up-to-date information regarding MVP activities.
- Assisting MVP grantees in identifying other potential grant opportunities and funding to aid in sustainability of effective programs.
- Facilitating communication among all MVP partners, including grantees, to reduce duplication of services and encourage collaboration wherever possible.
- Designing and implementing program review criteria for the overall MVP program and for individual community-based programs and initiatives.
- Coordinating MVP volunteers and directing them to participating organizations.
- Reporting regularly to the Mayor and Commission regarding program effectiveness, including making recommendations regarding potential improvements.
- Creating and implementing a plan for the sustainability of the MVP program
- Monitoring and reconciling American Rescue Plan funds.

Safety Net Project Specialist/ Criminal Investigator

District Attorney for Macon Judicial Circuit, Macon, GA

Sept 2021 – Apr 2022

- Work as an active member of the R.I.S.E Safety Net Team to develop and document appropriate diversion/intervention plans for youth and refer youth to Safety Net services.
- Identify program eligible youth based on mental health, risk, and trauma scores.
- Perform data management and analysis for R.I.S.E. Safety Net data.
- Interview complainants, witnesses, victims, suspects, and informants; Review investigative information, file case reports and supplements.
- Plan court presentations with prosecuting attorneys; present evidence and testify in judicial proceedings.
- Obtain and serves search, criminal, and arrest warrants; Ensures that warrants are entered, filed, and withdrawn according to State Law and departmental policy.
- Assist other law enforcement agencies with investigations upon requests; provide information on criminal activity to federal, state, and local law enforcement agencies.
- Maintain consistent communication with clients, Safety Net team members, and contracted providers to ensure appropriate updates to client services.

- Research problems and initiate problem resolution; refer complaints/problems to the Director of Outreach, Engagement, & Diversity.

Hearing Examiner/Criminal Investigator III

Jul 2019 – Sept 2021

Georgia State Board of Pardons and Paroles, Atlanta, GA

- Managed a caseload of probationers and parolees including standard risk, high risk, and specialized supervisees.
- Assisted the State's Clemency Board in making informed decisions to ensure public safety, protection of victims' rights, and providing supervisees with opportunities for positive change.
- Assisted in granting paroles, pardons, reprieves, remissions, and commutations.
- Restored civil and political rights for released supervisees.
- Supported the Parole Board in the transition of the offender back to the community.

Assistant Chief Community Supervision Officer

Dec 2018 – May 2019

Georgia Department of Community Supervision, Atlanta, GA & Macon, GA

- Assisted the Chief Community Supervision Officer in providing leadership, training, and supervision.
- Mentored, managed, and educated trainees and new hires, on policies and procedures, field interactions, drug screens, specialty courts, probation, parole, warrants, arrest, transfer process, and case management skills.
- Managed a caseload of probationers and parolees including standard risk, high risk, and specialized supervisees.
- Analyzed activities of probationers or parolees to ascertain their level of readjustment to society.
- Lead administrative hearings on supervisees who violate the conditions of supervision utilizing ESP skills to build back rapport with supervisees through evidence-based practices to reduce recidivism.
- Represented the Department of Community Supervision in legal hearings for inmates.

Field Training Officer

Oct 2016 – Dec 2018

Georgia Department of Community Supervision, Atlanta, GA & Macon, GA

- Became a Georgia Peace Officer Standards and Training (P.O.S.T.) Certified Officer specializing in the field training of newly hired cadets.
- Effectively used techniques of Enhanced Supervision Program (ESP), which represents a collaborative and individualized approach targeting current factors that put the offender at risk.
- Supervised a full caseload of felony probation and parole offenders.
- Investigated background histories of supervisees; review court files, police reports and other pertinent reports to gather information.
- Maintained thorough knowledge of Department policy and procedures while pursuing and completing additional advanced training.
- Collaborated with the management team to design supportive training curriculum
- Review validity and effectiveness of training program.
- Followed new employees to evaluate the application of training instruction.

Counselor

Jul 2016 – Oct 2016

Georgia Department of Juvenile Justice, Hampton, GA

- Actively managed a caseload of juveniles temporarily residing in the Martha K. Glaze Campus' Regional Youth Detention Center.
- Offered counseling services to juveniles awaiting the adjudication of new charges or having been sentenced to serve time.
- Taught behavioral, life, and educational skills to juveniles and communicated with their families to provide successful outcomes.
- Engaged in treatment planning sessions with attorneys, counselors, and probation officers.

Probation Officer I & II**Jun 2013 – May 2016***Georgia Department of Corrections (Atlanta Probation) Atlanta, GA*

- Assisted supervisees in securing jobs, maintained contacts with business organizations and employment agencies, and arranged employment interviews for supervisees.
- Counseled and referred supervisees to specialized treatment services at guidance clinics, mental health clinics, and related organizations.
- Informed supervisees or inmates of requirements of conditional release, such as office visits, restitution payments, or educational and employment stipulations.
- Investigated allegations of probation/parole violations including both technical and criminal violations.
- Represented the Department of Corrections in parole hearings and appeared as a witness at parole or probation revocation hearings.

Deputy Correctional Officer**Mar 2012 – Jun 2013***Chatham County Sheriff's Department, Savannah, GA*

- Provided safety and security for the facility as well as fellow officers and inmates alike.
- Supervised incarcerated inmates directly to maintain order of the facility.
- Perform multiple tasks successfully under different degrees of circumstances.

Professional Internships

Chatham County Sheriff's Department Savannah, GA
United States Marshals Office Northern District of Georgia

2011 – 2013
Summer 2009

Professional Organizations

- Georgia Probation Association
- Kappa Alpha Psi Fraternity, Incorporated
- Police Benevolent Association – Southern States
- I Am King Foundation, Inc.

Skills

- Proficient in Microsoft Windows and Office Suite, Adobe Acrobat
- Superb communication, board participation, and office experience
- Excellent in written and oral/communications

Professional references furnished upon request

Accountable leader with demonstrated success leading people, and projects in areas ranging from compliance, and budget management to community relations, and strategy development supporting Generation, Power Delivery, Region, and Customer Service business units. Cross-functional collaborator who engages business and community stakeholders through effective communication and interpersonal skills. Noted for producing results that rise above expectations.

Areas of Expertise

- | | | |
|------------------------|--------------------------|----------------------------------|
| ▪ Community Leadership | ▪ Building Relationships | ▪ Cross-Functional Collaboration |
| ▪ Budget Management | ▪ Financial Analysis | ▪ Strategy Development/Execution |
| ▪ Compliance/Auditing | ▪ Change Management | ▪ Project Management |
| ▪ Customer Service | ▪ Employee Development | ▪ Microsoft 365 |

Professional Experience

Georgia Power Company • 2000 to Present

Region External Affairs & Community Engagement • Macon, GA • 2022 – Present

COMMUNITY RELATIONS

Build and maintain relationships with customers, organizations, and community leaders to enrich and empower diverse communities through education, advocacy, leadership, and meaningful connections. Assist Region Director in developing local and regional community engagement strategies, and social justice initiatives with a focus on historically underserved populations. Plan and coordinate community and stakeholder engagement events. Strategically direct funding and employee engagement activities to organizations geared towards addressing the needs of diverse communities.. Partner with internal work teams to develop initiatives and programs, build advocacy, and increase collaboration that enhance the viability of communities as well as services provided to customers.

Plant Scherer • Juliette, GA • 2010 to 2022

PLANT SERVICES SUPERVISOR

Supervised and managed the performance of 10-member team supporting 350 employees at largest U.S. coal-fired generating plant. Provided oversight for compliance and administration related to business expense and invoice processing, payroll, employee training, information technology, cafeteria operations, fleet strategy, facilities, and records management to ensure achievement of plant goals. Developed and executed annual community relations plan to include organizing fundraisers and community service projects, supporting future workforce development efforts, managing the plant's charitable budget, and maintaining external relationships to promote community growth and a culture of citizenship. Led multiple plant O&M and capital projects including development of scope, schedule, and budget with responsibilities for bid evaluations, procurement, contract administration and contractor oversight.

Power Delivery • Atlanta, GA • 2008 to 2010

DISTRIBUTION FINANCIAL COMPTROLLER

Managed annual budgets exceeding \$225M for two Power Delivery business units serving 1.1 million customers. Prepared and reported monthly forecasts, labor and budget analysis for business stakeholders. Included guiding strategic decisions on workforce planning, merit and incentive pay, resource needs for project completion timelines; Provided storm logistical support.

Customer Service Organization • Atlanta, GA • 2006 to 2008

INTERNAL CONTROLS ANALYST

Provided oversight of operational compliance with Sarbanes-Oxley and auditing standards for state-wide organization and the Integrated Transmission System Agreement. Evaluated policy effectiveness, designed business processes and

controls, and coordinated corrective actions, improving operational efficiencies with reformation of financial/operational audits.

Customer Service Organization • Atlanta, GA • 2000 to 2006

CUSTOMER SERVICE TEAM LEAD/ SENIOR CUSTOMER SERVICE REPRESENTATIVE

Provided daily work direction to 15 customer service representatives in 5 Metro (Atlanta) Region business offices. Supported Customer Care Center, answering up to 120 inquiries daily from residential/commercial customers across the state of Georgia regarding issues ranging from electric service and billing to electrical outages and products.

Education and Credentials

Bachelor of Science in Business Administration

SHORTER COLLEGE | Rome, GA

Certificates

Middle Georgia Regional Commission Leadership Program
Georgia Academy for Economic Development: The Essentials
UGA Carl Vinson Institute: Development Authority
Greater Macon Chamber of Commerce: Leadership Macon
Georgia Power: DE+I Level One
Georgia Tech: Process Safety Management
Clayton County Chamber of Commerce: Leadership Clayton

Community/Professional Organizations

Three Rivers Workforce Development Board – Vice Chairman, 2023 - Present
Pike County Chamber of Commerce – Board Member, 2023 – Present
Thomaston-Upson Chamber of Commerce – Board Member, 2023 – Present
Roberta-Crawford Chamber of Commerce – Board Member, 2023 - Present
Barnesville-Lamar Boys & Girls Club – Board of Directors, 2021 – Present
Gordon State College Foundation – Board of Trustees, 2021 - Present
The Grand Opera House - Board of Governors, 2019- Present
Worksource Macon-Bibb – Board of Directors, Chair – Finance Committee, 2020 – 2023
American Association of Blacks in Energy (AABE) - Member, 2018-Present
United Way of Central Georgia – Annual Campaign Coordinator, 2010-2022 | Loaned Executive, 2015, 2018



Macon-Bibb County

Certificate of Good Standing

Instructions: This Certificate is used to certify the tax compliance status of certain individuals or business entities with a connection to a person or business that is applying for or being considered for some privilege with the Macon-Bibb County Government. These privileges may include:

- Obtaining a building permit, plat approval, building inspection report, or certificate of occupancy
- Obtaining or renewing any alcohol or privilege license
- Being appointed to any board or position of trust requiring confirmation of the County Commission.
- Being awarded a contract through a formal competitive bid or proposal process
- Being awarded a non-competitive contract over \$50,000.00
- Registering to bid on any surplus real property sold by the Macon-Bibb County Government or the Macon-Bibb County Tax Commissioner
- Any other privilege granted by Macon-Bibb County which may require certifying tax compliance status

If **AN INDIVIDUAL OR SOLE PROPRIETORSHIP** is applying for a privilege requiring this form, then that individual must complete this Certificate using his or her name as both the applicant and the subject.

If **AN ENTITY** is applying for a privilege requiring this form, then an owner or manager must complete this Certificate using the entity's name as both the applicant and the subject; and **ONE ADDITIONAL CERTIFICATE** must be completed **FOR EACH** individual identified as an owner in the entity's Certificate.

FOR BOTH INDIVIDUALS AND ENTITIES, if the privilege requested is a building permit, plat approval, building inspection report, certificate of occupancy, alcohol license, or other privilege license, then **ONE ADDITIONAL CERTIFICATE** must be completed listing the landowner of the construction site or business location as the subject.

All required completed certificates must be submitted together. Giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Macon-Bibb County

Certificate of Good Standing

1.Name and Title of the applicant: Jeneen Andrews

2.Name of the subject of this Certificate, if different from the applicant:

3.Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☒ Other: Friends of Rosa Parks Square Board	

4.If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5.I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Jeneen Andrews

Jeneen Andrews

Print and Sign Name

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public

My commission expires:

Added to the August 15, 2023 Pre-Commission Agenda

Introductory Text

CRU Lounge Macon

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments

 Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

macon_supplement_packet_edited.pdf

image0 (7).jpeg

image1 (5).jpeg

jb_tips_on_premise_alcohol_server_training (2).pdf

SAVE_Macon_scan_20230419-125737.pdf

macon_agent_certification.pdf

macon_goodstanding_certificate.pdf

Macon_Engineering_ Copy of Measurement Form for 2440 Riverside Dr., CRU Lounge Macon.pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : CRU LOUNGE MACON

Corporation Name : 424 ST ENTERPRISES LLC

Business Address : 2440 RIVERSIDE DR

City : MACON

State : Georgia

Zip : 31204

Mailing Address : 2440 RIVERSIDE DR

City : MACON

State : Georgia

Zip : 31204

Local Business Phone # : (470) 554-6312

Email : [REDACTED]

Owner Name : JASMIN BEAN

Owner Phone # [REDACTED]

Are you selling alcohol by the package to go? : No

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

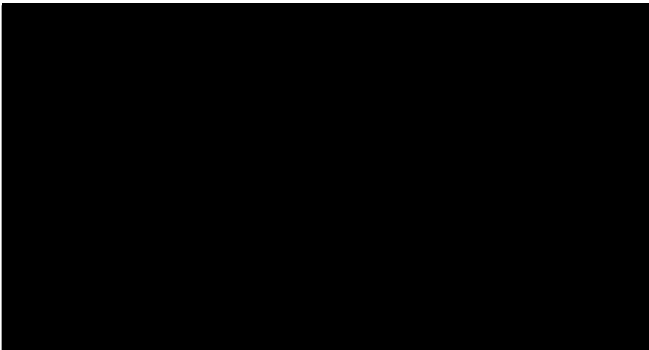
Alcohol Handler License Number : 000000000

Agent's First Name : JASMIN

Agent's Last Name : BEAN

Agent's Home Phone # : [REDACTED]

Job Title : OWNER



License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

- License Fee : Distilled Spirits Consumed on Premise - \$2,900
- License Fee : Wine Consumed on Premise - \$700
- License Fee : Malt Consumed on Premise - \$800
- License Fee : Temporary Alcohol - \$100

Armed Security Personel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : JASMIN BEAN

Date

Today's Date : 06/13/2023

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	JASMIN TERAYA BEAN

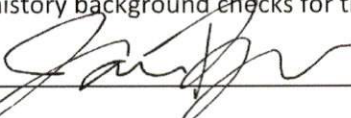


This authorization is valid for (90) 180 / _____ (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature



Date

6/13/23

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	SHONICA CROCKER <i>Shonica Dean Crocker</i>



This authorization is valid for 90 / 180 / _____ (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

SHONICA CROCKER
Signature

7/5/23
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
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Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) x I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: 424 ST Enterprises LLC

Printed Name of Applicant: Jasmin Beggs

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 21st DAY OF February, 2023.

[Signature]
 NOTARY PUBLIC

08/16/26
 MY COMMISSION EXPIRES

Andrea Smith
 NOTARY PUBLIC
 DeKalb County, GEORGIA
 My Commission Expires 08/16/2026

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

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- 1) X I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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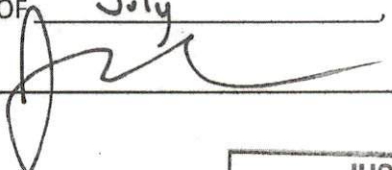
Business Name: 424 ST ENTERPRISES LLC DBA CRU LOUNGE MACON

Printed Name of Applicant: SHONICA CROCKER

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF July, 2023

NOTARY PUBLIC 

8/29/26
MY COMMISSION EXPIRES

JUSTIN EDGE
NOTARY PUBLIC
Henry County
State of Georgia
My Comm. Expires Aug. 29, 2026

MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: JASMIN BEAN
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 2440 RIVERSIDE DR.
BUSINESS NAME: CRU LOUNGE MACON

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ Comply ☐ Does not comply

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By: F. Charles Brooks
F. Charles Brooks - Macon-Bibb County Engineer

Date: 6-14-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

CRU Lounge Macon
2440 Riverside Drive

12,450' — ALCOHOLIC TREATMENT CENTER property line

River Edge — Emery Hwy.

9,350' — MHA housing unit property line

Roff Avenue

✓
OK!

Paul J. Hoinowski
June 14, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
127470	434413	Print Legal Ad-IPL01276110 - IPL0127611		\$45.00	1	29 L

Attention: CRU Lounge

CRU Lounge Macon 424 ST ENTERPRISES LLC
2440 RIVERSIDE DR
MACON, GA 31204

MACON@CRULOUNGE.COM

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR LIQUOR, On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 26, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 424 ST ENTERPRISES LLC/CRU Lounge Macon, 2440 RIVERSIDE DR MACON, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 19, 2023. JASMIN BEAN,
Applicant
IPL0127611
Jun 19,26 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

06/19/23, 06/26/23

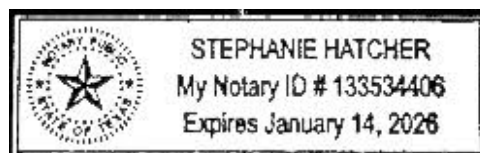
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 26th day of
June in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2023-102	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/24/2023
ISSUED TO NAME:	Jasmin Bean 424ST Enterprises, LLC	
OWNER'S NAME:	NOTNORTH LLLP	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	2440 RIVERSIDE DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	P061-0145	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant and bar in an existing commercial building (Original CU Permit #75-1951). Subject to the requirements of the Department of Public Health. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 03/24/2024 THIS PERMIT IS NULL & VOID

APPROVED BY: Margaret Peth

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

424 ST Enterprises LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/08/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/14/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 12/8/2022 10:22:05 PM

BUSINESS INFORMATION

CONTROL NUMBER 22257439
BUSINESS NAME 424 ST Enterprises LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 12/08/2022

PRINCIPAL OFFICE ADDRESS**ADDRESS****REGISTERED AGENT**

NAME	ADDRESS	COUNTY
Jasmin Bean		Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Shonica D Crocker	ORGANIZER	
Terrance D Ruff	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Shonica Crocker
AUTHORIZER TITLE Member

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business

Business:

Trade Name: CRU LOUNGE MACON Name of Corporation: 424 ST ENTERPRISES LLC.

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: JASMIN BEAN; OWNER Telephone Number: (____) _____

Date of Birth: _____

Residing Address: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 2
 - ☐ Member holding 51% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Rev. 9/2020

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: CRU LOUNGE MACON Name of Corporation: 424 ST ENTERPRISES LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: SHONICA CROCKER, CO-OWNER Telephone Number: (678) [REDACTED]

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: [REDACTED]

Mailing Address: same

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 2
 - ☐ Member holdings 49% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

Applicant Information

Information about your application:

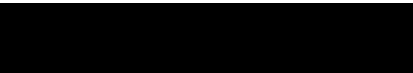
Are you submitting an Initial Application or a Renewal for an existing license?

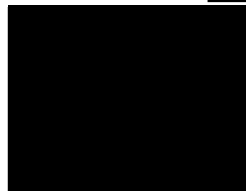
Application Type : Initial Application

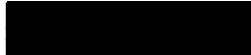
Demographic Information:

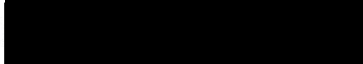
First Name : jasmin

Last Name : bean

Home Address : 



Home Phone # 

Email 

Date of Birth : 

Social Security # : 

Mailing Address

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

image0 (7).jpeg

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

SAVE_Macon_scan_20230419-125737.pdf

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

jb_tips_on_premise_alcohol_server_training (2).pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

headshotbean_31-01-2023-20-59-02.jpg

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : JASMIN BEAN

Date

Enter Today's Date : 05/02/2023



CERTIFICATE OF COMPLETION

This certifies that

Jasmin Bean

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
05/02/2023



Expiration Date
05/01/2026



Certificate #
ON-000028624041

A handwritten signature in black ink, appearing to read "Sara H. [unclear]".

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE



Jasmin Bean



AH000998

ALCOHOL HANDLER

EXP: 12/31/2023

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

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Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
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- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

Applicant Information

Information about your application:

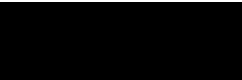
Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

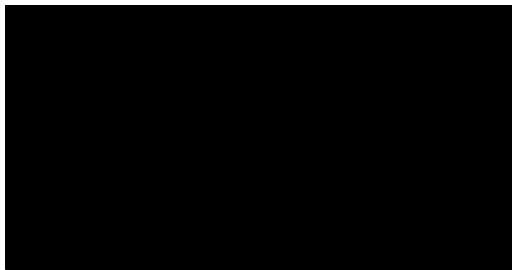
Demographic Information:

First Name : Shonica

Last Name : Crocker

Home Address : 

Home Phone # : 



U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Shony ID.pdf

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

image.jpeg

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

TIPS Commercial On-Premise Alcohol Server Training_29236031.pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

shony braids.jpg

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : SHONICA CROCKER

Date

Enter Today's Date : 01/11/2023



CERTIFICATE OF COMPLETION

This certifies that

[Redacted Name]

is awarded this certificate for

[Redacted Course]



Hours

[Redacted Hours]



Completion Date

[Redacted Date]



Expiration Date

[Redacted Date]



Certificate #
ON-000029236031

[Signature]

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



(CUT HERE)



(CUT HERE)

FOLD



CERTIFIED

Issued: [Redacted]
Certificate #: ON-000029236031

Expires: [Redacted]

[Redacted Address]

GA 30080



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Shonica Crocker



AH001033

ALCOHOL HANDLER

EXP: 12/31/2023

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THORNTON REALTY COMPANY
P.O. Box T, 686 Poplar Street, Macon, Georgia 31202
Telephone 478-745-1677

LEASE AGREEMENT

THIS LEASE made this 4th day of Jan, 2023 by and between
NOTNORTH, LLLP, hereinafter called LESSOR, and 424 ST Enterprises LLC –
DBA – CRU Lounge Macon, hereafter called LESSEE:

WITNESETH

1. PREMISES. The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, has leased and rented, and by these present does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and to take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit. Upon signing this Lease Agreement, Lessee has paid to Lessor one month's rent (\$3,600.00) and a \$4,200.00 Security Deposit.

2440 RIVERSIDE DRIVE, MACON, GEORGIA 31204

2. TERM: To have and to hold the same for a term of sixty-four (64) months beginning January 1, 2023 and ending at midnight, April 30, 2028, unless sooner terminated as hereinafter provided.

Lessor will provide for a five (5) year renewal option to LESSEE at a monthly rate of \$4,850.00 plus any increase in taxes and insurance using 2022 as the base year, plus any increase in monthly grounds maintenance.

Lessor will guarantee that all the mechanical systems will be in proper working condition as of the date of occupancy by the Lessee; excluding burglar alarm, communication systems, refrigeration, restaurant equipment and all FF & E.

3. RENTAL: Lessee agrees to pay Lessor, promptly on the FIRST day of each month during the term of this lease, a monthly rental of \$3,600.00 plus \$162.00 for grounds maintenance, totaling \$3,762.00, for the first 12 months, beginning May 1, 2023. Possession shall begin January 1, 2023. January thru April 30, 2023 shall be rent free except that rent shall commence if opening occurs prior to April 30. Beginning May 1, 2024, base rent shall be \$4,200.00 per month plus any increase for taxes, insurance, as well as the then current amount for grounds maintenance.

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All rental payments will be considered past due **IF NOT RECEIVED** by the **TENTH DAY** of each month in which they become due, in which case the Lessee shall pay an amount equal to **TEN PERCENT (10%)** of the rent due as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages.

4. **UTILITY BILLS.**

Beginning on or about January 1, 2023, Lessee shall be responsible for pest control, gas, electricity, fuel, light, garbage pickup, heat and power bills used by Lessee in connection with the premises. If Lessee does not pay the same, Lessor may pay the same and such payment shall be added to the rental of the premises due for the next month. Failure to pay such bills in a timely manner shall constitute a default.

5. **USE OF PREMISES.** Premises shall be used for the purpose of **Restaurant with Alcohol Served**. Premises shall not be used for an illegal purpose; not in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance on the premises. A violation of this clause constitutes a default.

6. **ABANDONMENT OF LEASED PREMISES.** Lessee agrees not to abandon nor vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof and not other purpose.

7. **REPAIRS BY LESSOR.** Lessor agrees to keep in good repair the roof, foundations, exterior walls of the premises, exclusive of all glass and exclusive of all exterior doors.

Lessee will be responsible for minor repairs and preventive maintenance on the heating and air conditioning equipment including but not limited to, frequently changing filters, up to a maximum of \$300.00 per occurrence, not to exceed \$3,600.00 per calendar year. Lessor will be responsible for replacement of major components of the heating and air conditioning equipment defined as, (using an HVAC vendor approved by Lessor).

Heating Chamber (furnace)
Fan Motors (furnace and air conditioning)
Compressors (air conditioning)
Cooling Coils

Beginning April 1, 2023, Lessee shall reimburse Lessor \$200.00 per month towards the annual HVAC maintenance contract with 1st Choice Heating and Air for the first year subject to annual pass-through adjustments thereafter.

Lessor shall warrant the HVAC systems for 90 days from the time the systems are placed in normal working order.

Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure to report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defects. Lessor retains the right to make periodic inspections during reasonable hours.

8. **REPAIRS OR ALTERATIONS.** Lessor shall be responsible for the major systems and components being in normal operating condition at the time of occupancy, **excluding refrigeration and restaurant equipment.** Lessee will then **accept the leased premises in their present condition** and as suited for the use intended by Lessee, except as provided for in Paragraph 7 above. Lessee shall, through the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the interior of the building, equipment and other improvements located thereon, except those which are expressly the responsibility of the Lessor as set forth therein.

Lessee further agrees to keep the premises free of litter and debris, including, but not limited to, pallets, cartons and other type of packing material. In the event Lessee fails to do so, then Lessor may, at Lessor's option, employ the services of third parties for this purpose and bill costs for such services to Lessee. Lessee agrees to return said premises to Lessor at the expiration, or prior to termination of this lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightening, earthquake, explosion or another casualty alone excepted.

Any alterations, additions, improvements or other changes proposed by the Lessee must be submitted in writing to the Lessor (with drawings and specifications). Additional space may be constructed or re-constructed provided Lessor reviews and approves the location of same, and construction will be done in accordance with city building codes and regulations. The Lessor will have 30 days from receipt to approve or disapprove such a request.

Any alterations, additions and/or improvements (except trade fixtures) made at the expense of the Lessee shall remain upon and be surrendered with the premises as a part thereof at the termination or expiration of this lease. The Lessee also agrees to indemnify the Lessor against loss caused by any mechanic or materialman's lien against the property based on repairs, alterations, or improvements undertaken by the Lessee.

9. **TAXES AND INSURANCE.** Lessor agrees to pay ad valorem taxes on the property. Lessee agrees that if there is any increase in ad valorem taxes after the first year, either through millage or assessment increase, the amount of the increase shall be paid by the Lessee as an increase in the rent effective each calendar year, using 2022 as the base year.

Lessee further agrees to pay its part on any increase in the cost of casualty insurance and flood insurance, effective after the first year, whether it is through increased premiums or increased coverage, or both, under the same formula referred to in Paragraph 2 above. Said premium and coverage will be based on the insurance effective date of this lease.

10. **INDEMNITY AND INSURANCE.** Lessee agrees to purchase and maintain liability insurance against all claims for injury to persons or property occurring upon said premises, including all damages for sign(s), awning(s), fixture(s) or other appurtenances now or hereafter upon said premises.

Lessor shall be **named as an additional insured** in said comprehensive general liability policy. Said policy shall be written with a solvent insurance company or companies qualified to transact business in the State of Georgia and reasonably satisfactory to Lessor with limits of no less than \$3,000,000 with respect to bodily injury and death in one occurrence and \$1,500,000 with respect to physical damage in any one occurrence. It will be the responsibility of the **LESSEE** to insure furnishings and any other tangible personal property upon said premises. Customary certificates evidencing the existence of the insurance and the payment of the premium therefore shall be delivered to the Lessor.

Lessor agrees to purchase and maintain hazard insurance upon the building upon said premises providing fire, extended coverage and other peril coverage in the sum of not less than the value of the property.

Lessee agrees to indemnify and hold the Lessor harmless from and against all claims, demands, loss, damage, liability and expense, including but not limited to Lessee's sign(s), including attorney's fees (see paragraph 23), that Lessor may incur by reason of Lessee's occupancy and use of said premises or by reasons of the enforcement by the Lessor of any of the terms or provisions of this lease.

Lessor carries no insurance which in any way covers any loss to Lessee's property that lessee may have, or claim, by renting the premises. Lessee shall at Lessee's expense obtain insurance on the property stored on and within the premises, and hereby expressly releases Lessor from any losses and/or damages to said property caused by fire, theft, water, rain, storms, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, radon gas, pest or rodent control, or any other cause

whatsoever; And Lessor shall not be liable for any loss and/or damages to said property resulting from failure, malfunction, or interruption of utilities provided to Lessee under this lease agreement.

11. **GOVERNMENTAL ORDERS.** Lessee agrees at its own expense, to promptly comply with all requirements of any legally constituted public authority whether made necessary by reason of Lessee's occupancy of said premises or not. It is mutually agreed, however, between Lessor and Lessee, that if in order to comply with such requirements, the cost shall exceed a sum equal to one year's rent, then Lessor or Lessee who are obligated to comply with such requirements are privileged to terminate this lease by giving written notice of termination to the other party, by registered or certified mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by the party giving such notice unless the party receiving such notice of termination shall, before termination becomes effective, pay the party giving notice all cost of compliance in excess of one year's rent, or secure payment of such sum in a manner satisfactory to the party giving notice.

12. **CONDEMNATION.** If the whole of the leased premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessors and Lessees as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor the Lessor shall have any rights in any award made to the other by an condemnation authority.

13. **ASSIGNMENT AND SUBLETTING.** Lessee may **NOT** assign nor sublease any portion of the premises without the written consent of Lessor. Any consent to sublease or assignment by Lessor shall **NOT** relieve Lessee of any liability hereunder. Lessor will not approve any sub lessee if the premises are to be used for gambling, tattoo parlor, adult entertainment or dancing, sale of sex toys, strip shows, video poker nor any other video games of chance. Lessee will not permit any "adult" entertainment on the premises nor will Lessee permit "adult" dancing, sale of sex toys, strip shows. Additionally, Lessee will not permit employees to bear any portion of their bodies in what would be considered to be "adult" entertainment or display. In the event a transfer or assignment is approved by Lessor a fee of \$2,000.00 shall be paid to Lessor by Lessee in advance together with any and all expenses related to said transfer or assignment. Any consent by Lessor to sublease or assignment shall not relieve Lessee of any liability hereunder. Lessee will be responsible for any and all payments under the lease and the fact of a sublease shall not negate this provision.

14. **CANCELLATION OF LEASE BY LESSOR.** It is mutually agreed that in the event the Lessee shall default in the payment of rent herein reserved, when due, and fail to cure said default within five (5) days after written notice thereof from Lessor; or if Lessee shall be in default in performing any of the terms provisions of this lease other than the provisions requiring the payment of rent, and fail to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor; or if Lessee is adjudicated bankrupt; or if a permanent receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for benefit of creditors; or if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor or Lessee to obtain satisfaction thereof then, and in any of the said events, Lessor at its option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Lessee, whereupon this lease shall end.

Any of the foregoing defaults or events shall also affect this lease if caused by, or happening to, the assignees of sublease. Any notice provided in this paragraph may be given by Lessor, or its attorney, or agent herein named.

Upon such termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter the premises and repossess themselves thereof, and remove all persons and effects therefrom, using force as may be necessary without being guilty of trespass, forcible entry, or detained or another tort.

15. **RELETTING BY LESSOR.** Lessor, as Lessee's agents, without terminating this lease, upon Lessee's breaching this contract, may, at Lessor's option, enter upon, and rent the premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessors deem proper. Lessee shall be liable to Lessors for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessors on reletting.

16. **EXTERIOR SIGNS.** Lessee shall place no sign(s) upon the outside walls, facade or roof of the leased premises as to design, location and method of attachment except with the written consent of the Lessor. Any and all signs placed on the within leased premises by Lessees shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damage incident to such removal.

17. **ENTRY FOR CARDING, ETC.** Lessor or its agent may card premises For Rent or For Sale anytime within forty-five (45) days prior to the expiration or termination of this lease. Lessor may enter the premises at reasonable hours to exhibit same to prospective purchasers or lessees and to make repairs required of Lessor under the terms hereof, or to make repairs to Lessor's adjoining property, if any.

18. **EFFECT OF TERMINATION OF LEASE.** No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

19. **MORTGAGEE'S RIGHTS.** Lessee's rights shall be subject to any bonafide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the premises of Lessors.

20. **NO ESTATE IN LAND.** This contract shall create the relationship of Lessor and Lessee between the parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's written consent.

21. **HOLDING OVER.** If Lessee remains in possession of the premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement between the parties, Lessee shall be a tenant at will at a 15% increase in the rental rate and there shall be no renewal of this lease by operation of law. In this event sixty (60) days written notice to vacate or intention to vacate will be required by either party.

22. **ATTORNEY'S FEES AND HOMESTEAD.** If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay attorney's fees at 15% of the amount owed to include late fees. Lessee waives all homestead rights and exemptions owing under this lease. Lessee hereby assigns to Lessor its homestead and exemption.

23. **RIGHTS CUMULATIVE.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

24. **SERVICE OF NOTICE.** Lessee hereby appoints as its agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made

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by attaching the same on the main entrance to said premises. Notice shall be considered complete as against all parties when sent to the Lessor and Lessee at the address provided hereunder.

Lessor's Address:

MAIL	NOTNORTH, LLLP P.O. Box "T" Macon, GA. 31202
PHYSICAL	686 Poplar Street Macon, Georgia 31201
PHONE	478-745-1677 (OFFICE) 478-745-1679 (FAX)
E-Mail	tdthornton@bellsouth.net

Lessee's Address:

Mail

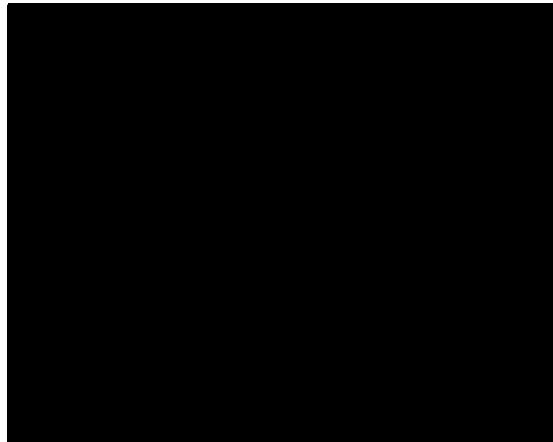
Cellular:

E-Mail:

Mail

Cellular:

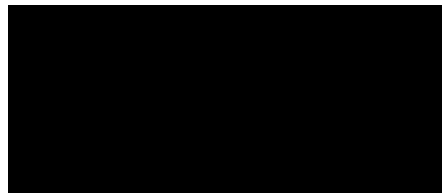
E-Mail:



Registered Agent:

Cellular:

E-Mail:



8

25. **WAIVER OF RIGHTS.** No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

26. **TIME OF ESSENCE.** Time is of the essence of this agreement.

27. **MISCELLANEOUS.** This agreement should be governed by and construed in accordance with the laws of the State of Georgia.

This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument. Each person executing this Agreement warrants and represents that he or she is fully authorized and empowered to do so.

If any provisions of this Agreement are, for any reason, ruled unenforceable or inapplicable by a court of competent jurisdiction, the other provisions of this Agreement not so determined by the court shall remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions had never been contained herein.

Use of the masculine, feminine or neutral form of words in this Agreement are to be construed to include men, women, and other entities to which this Agreement applies.

28. **SPECIAL STIPULATIONS.** See Special Stipulations attached and made a part of this agreement by reference.

29. **AGENCY.** Lessee has been advised that one of the Lessors, TIM D. THORNTON, is a Real Estate Broker (License #122371) licensed by the State of Georgia, and is the Listing Agent in this transaction, and is President of Thornton Realty Company, (License #H64487), agent in this transaction.

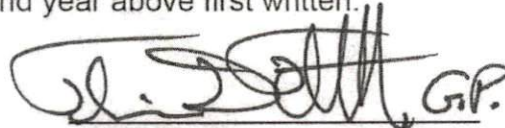
Village Premier Collection, (License #H-62052) is representing the Lessee. Lessor agrees to pay Village Premier Collection 4% of the base rent for the initial lease term as follows:

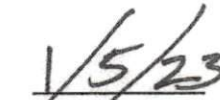
50% at commencement of rent after the free rent period, 25% upon receipt of the 2nd months' rent, and 25% upon receipt of the 3rd months rent.

Agent for Village Premier: Rashar Knight, License #390346.

30. **ENTIRE AGREEMENT.** This lease constitutes the entire agreement. There are no other agreements, written nor oral, between the parties regarding the leased premises. No amendments to this lease will be valid except those made in writing and signed by both parties.

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


NOTNORTH, LLLP (Lessor)

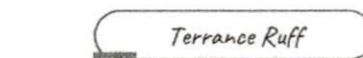

Date



(Lessee)

01-04-2023

Date



(Lessee)

01-04-2023

Date

11

SPECIAL NOTES

11

NOTE 1.: SPECIAL ATTENTION IS DIRECTED TO PARAGRAPH 3 (LATE FEES). RENTS RECEIVED AFTER THE 10TH WILL CARRY A 10% (TEN PERCENT) LATE FEE.

******* STRICTLY ENFORCED *******

NOTE 2.: DO NOT NAIL, ATTACH, SCREW OR BOLT, OR IN ANYWAY, ATTACH WOOD TO THE CONCRETE FLOOR UNLESS IT IS PRESSURE TREATED, AND UNLESS YOU HAVE THE WRITTEN CONSENT, OR PERMISSION OF THE OWNER IN ADVANCE. TERMITES WILL COME THROUGH CONCRETE INTO UNTREATED WOOD AND INTO THE WALLS OF THE BUILDING AND CAN DO SUBSTANTIAL DAMAGE BEFORE THEIR PRESENCE IS DISCOVERED. SUCH ACTION WILL VOID OUR TERMITE CONTRACT AND THE LESSEE WILL BE RESPONSIBLE FOR THE RE-TREATMENT AND REQUIRED REPAIRS.

NOTE 3.: IT WILL BE THE RESPONSIBILITY OF THE LESSEE TO KEEP THE INTERIOR OF THE BUILDING CLEAN TOGETHER WITH THE RESTROOMS. ALSO, IT WILL BE THE RESPONSIBILITY OF THE LESSEE TO KEEP THE FRONT OF THE BUILDING AND THE OUTSIDE OF THE BUILDING, INCLUDING PARKING LOTS, AND THE REAR OF THE BUILDING FREE OF LITTER AT ALL TIMES.

NOTE 4.: LESSEE IS RESPONSIBLE FOR FREEZE DAMAGE AND SHALL TAKE DUE PRECAUTIONS TO PREVENT SAME.

NOTE 5.: LESSEE AGREES TO PERFORM REGULARLY SCHEDULED CLEANING OF GREASE TRAP, COOKING HOOD VENT AND RELATED EXHAUST SYSTEM AND TO MAINTAIN SAME.

SPECIAL STIPULATIONS

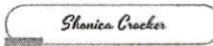
2440 RIVERSIDE DRIVE, MACON, GA

1. Beginning July 2023, and annually thereafter, Lessee shall reimburse Lessor for annual flood insurance renewal premium. Lessor agrees to keep the flood policy in place at current limits and name Lessee as an additional insured. The policy provides \$263,000 of personal property, (FF&E), coverage with a \$1,250.00 deductible. Provided the 2023 premium does not increase more than 3% from the current \$4,048.00, Lessor agrees to accept \$337.00 per month as reimbursement for this policy through and including June 2024. Beginning July 2024, this reimbursement shall adjust based on any premium adjustments and prorated and payable monthly thereafter.
2. Lessee agrees to give Lessor \$250 per month in CRU gift certificates, beginning April 1, 2023.
3. Lessee agrees to reimburse Lessor monthly for basic grounds maintenance beginning January 2023, and Lessor agrees to provide this service on a pass through, cost basis. Current cost is \$162/month.
4. Lessor not responsible for repairs, maintenance or replacement of any refrigeration, cooking related equipment or other FF&E.

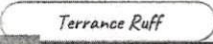
14

5. There is no restriction as to hours of operation by Lessor provided all operations are conducted in accordance with local and state ordinances.
6. The use and offering of hookah related products and activities at the premise is permitted under this lease provided same is conducted in a safe and legal manner at all times.


NOTNORTH, LLP (LESSOR)
1/4/23
DATE


(Lessee)

01-04-2023
DATE


(Lessee)

01-04-2023
DATE

14

15

ADDITIONAL INSURED REQUIREMENTS:

Notnorth, LLLP, PO Box T, Macon, GA 31202

Thornton Realty Company, PO Box T, Macon, GA 31202

15

16

A Certificate of Insurance indicating all of the above shall be furnished to Lessor upon acceptance and signing of this Lease.

PERSONAL GUARANTEE OF LEASE OF

16

The undersigned, individually, jointly and severally, for 424 ST Enterprises LLC - DBA - CRU Lounge Macon, Lessees, their heirs, executors, administrators, personal representatives, successors and assigns, agrees to guarantee the prompt and full discharge of all obligations and indebtedness to NOTNORTH, LLLP, Lessor, of his assigns, and when any obligation remains unperformed or indebtedness remains unpaid, the undersigned agree to perform said obligation or pay said indebtedness within 10 days of the date of the written notice is postmarked and mailed to the undersigned by Certified Mail, return receipt requested, at the last known address of the undersigned according to the files and records of NOTNORTH, LLLP, Lessor, his heirs, successors or assigns.

Witness whereof the undersigned duly executed this instrument
In duplicate, this _____ day of _____.

By: _____

*Shonica Crocker***Shonica Deon Crocker**

By: _____

*Terrance Ruff***Terrance Duane Ruff**

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: [Signature] Date: 6/13/23

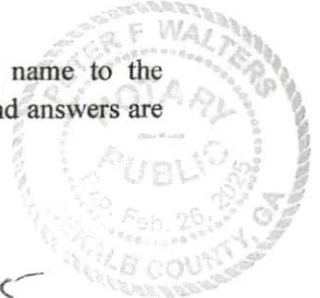
Business Name 424 ST ENTERPRISES LLC D.B.A. CRU LOUNGE MACON

I hereby certify that Jasmin Teraya Bean (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14 day of June, 2023

Peter F. Walters
NOTARY PUBLIC

Feb 26, 2025
MY COMMISSION EXPIRES

**Owner/Individual Certification**

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: [Signature] Date: 6/13/23
(If different from Agent)

Title: Owner

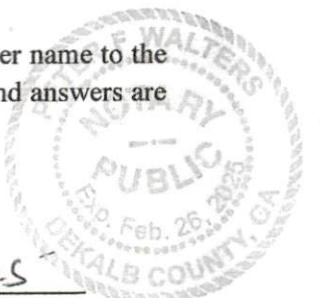
Business Name: CRU Lounge Macon

I hereby certify that Jasmin Teraya Bean (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14 day of June, 2023

Peter F. Walters
NOTARY PUBLIC

Feb 26, 2025
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: 424 ST ENETERPRISES LLC DBA CRU LOUNGE MACON

Business Address: 2440 RIVERSIDE DR MACON, GA 31204

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

SHONICA CROCKER
Applicant/Agent Signature

7/5/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

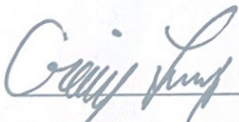
Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

- thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.
3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
 4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
 5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
 6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: 424 ST ENTERPRISES LLC D.B.A CRU LOUNGE MACON

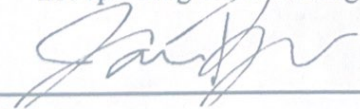
Business Address: 2440 RIVERSIDE DR MACON, GA 31204

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.


 Code Enforcement Department Designee

7/19/2023
 Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


 Applicant/Agent Signature

6/13/23
 Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Jasmin Bean

6/13/23

Print Name

Date

Signature

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

<i>Shonica Crocker</i>	Shonica Crocker	7/11/23
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: 424 ST ENTERPRISES LLC DBA CRU LOUNGE MACON

Owner's Name: SHONICA CROCKER

Address: 2440 RIVERSIDE DR
MACON, GA 31204

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

SHONICA CROCKER

Printed Name of person completing form

SHONICA CROCKER

Signature of person completing form

7/5/23

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

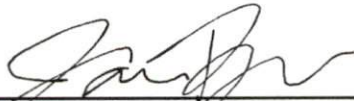
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: 424 ST ENTERPRISES LLC D.B.A CRU LOUNGE MACON

Business Address: 2440 RIVERSIDE DR MACON, GA 31204

☐ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

6/13/23
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: JASMIN BEAN; OWNER

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

CRU Lounge Macon

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

JASMIN BEAN
Print and Sign Name

Sworn to and subscribed before me this

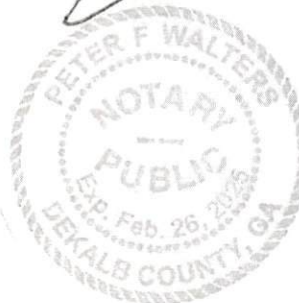
14 day of June, 2023

Peter F. Walters

Notary Public

My commission expires: Feb 26, 2023

Page 2 of 2



Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: SHONICA CROCKER CO-OWNER

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

CRU LOUNGE MACON

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Shonica Crocker
Print and Sign Name

Sworn to and subscribed before me this
7 day of July, 2023.

[Signature]
Notary Public

My commission expires: 8/29/26

JUSTIN EDGE
NOTARY PUBLIC
Henry County
State of Georgia
My Comm. Expires Aug. 29, 2026

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: NOTNORTH, LLLP, Property Owner
2. Name of the subject of this Certificate, if different from the applicant:
CRU Lounge, 2440 Riverside Dr.
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☒ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Tim D. Thornton

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

[Signature] FOR NOTNORTH
Print and Sign Name

TIM D. THORNTON, G.P.
NOTNORTH, LLLP





Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Jasmin Bean – Fingerprints Completed: 07/20/2023
 Shonica Crocker – Fingerprints Completed: 07/20/2023

Business Name: 424 ST Enterprises LLC dba CRU Lounge Macon

Business Address: 2440 Riverside Drive, Macon, GA 31204

After investigation, I recommend that the license requested herein be:

Granted

David J. Davis

8/3/2023

Sheriff, Macon-Bibb County, Georgia

Date

1C561778CDEE414...

Denied

Sheriff, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/10/23 (Date) DS EH (Initials)

Comments

Legal reviewed and recommends denial. As of August 10, 2023, the owner of the real property parcel upon which CRU LOUNGE is located at 2440 Riverside Drive, NotNorth LLLP owes an aggregate outstanding balance of \$2,317.48 on the following Macon-Bibb County Tax Bills: 2023-1032256 \$126.00; 2022-4032256 \$165.85; 2022-3032256 \$133.35; 2022-2032256 \$133.35; 2022-1032256 \$133.35; 2021-4032256 \$173.40; 2021-3032256 \$140.90; 2021-2032256 \$140.90; 2021-1032256 \$140.90; 2020-4032256 \$180.96; 2020-3032256 \$148.46; 2020-1032256 \$148.46; 2019-4032256 \$190.32; 2019-3032256 \$212.82

Initials

DS SF
Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 15, 2023 PRE-COMMISSION AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments

 Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

13 - Coin Operated Machines page 4 .pdf

1 - Survey and Measurements 2023.pdf

2 - Publishers Affidavit.pdf

3 - Zoning Compliance Market at Mercer.pdf

4 - Corporate Docs.pdf

5 - Camera Compliance.pdf
6 - Ownership Disclosure.pdf
7 - Alcohol Handler Application SIGNED.pdf
7 - Driver License Asif Khan.pdf
7 - Photo of Asif.pdf
8 - Lease.pdf
9 - Driver License Asif Khan.pdf
10 - Sworn Statement of Oath.pdf
11 - Certificate of Good Standing.pdf
12 - Certificate of Alcohol Training Course.pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Market at Mercer

Corporation Name : Market at Mercer Inc

Business Address : 4230 Mercer University Drive

City : Macon

State : GA

Zip : 31204

Mailing Address : 4230 Mercer University Drive

City : Macon

State : GA

Zip : 31204

Local Business Phone # : (404) 438-4585

Email : [REDACTED]

Owner Name : Asif Khan

Owner Phone # : [REDACTED]

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☒

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☐

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AL000000

Agent's First Name : Asif

Agent's Last Name : Khan

Agent's Home Phone # : [REDACTED]

Job Title : Owner

Agent's Home Address : [REDACTED]

[REDACTED]

[REDACTED]

License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Malt Packaged to Go - \$800

License Fee : Wine Packaged to Go - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : 

Date

Today's Date : 05/24/2023

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	Asif Khan

☒ This authorization is valid for **90** 180/____ (circle one) days from date of signature.
☐ I, Asif Khan, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.


 Signature Asif Khan

5-8-23
 Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

 Agency Designee Signature and Title

 Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Market at Mercer, Inc. dba Market at Mercer

Printed Name of Applicant: Asif Khan

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 8th DAY OF May, 2023

Alicia R Blanding
 NOTARY PUBLIC



July 05, 2026
 MY COMMISSION EXPIRES

Rev. 7/2021

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: ASIF KHAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4230 MERCER UNIVERSITY DR.

BUSINESS NAME: MARKET AT MERCER

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ X Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ X Not Applicable

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 5-2-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go
(Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

Market at Mercer
#4230 Mercer University Drive ✓
4,050' — SCHOOL GROUND property line

Veterans Elementary
4,200' — SCHOOL BUILDING
Veterans Elementary

OK!
Paul J. Hornowski
April 28, 2023

5,800' — COLLEGE CAMPUS property line

Central Georgia Technical College
13,850' — ALCOHOL TREATMENT CENTER building

River Edge - Fulton Mill Road
15,575' — PUBLIC LIBRARY or BRANCH building

Bloomfield Library
6,600' — MHA housing unit property line
Maple Court

N/A Vice Mart — Small Box Retail Store — Small Box Discount store
Applicant self-identifies as a:
"GAS STATION"



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
125400	419552	Print Legal Ad-IPL01222200 - IPL0122220		\$45.00	1	29 L

Attention: Yasir Khan



GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 18, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Market at Mercer, Inc. dba Market at Mercer, 4230 Mercer University Drive Macon, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 11, 2023. Asif Khan, Applicant
IPL0122220
May 11, 18 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

05/11/23, 05/18/23

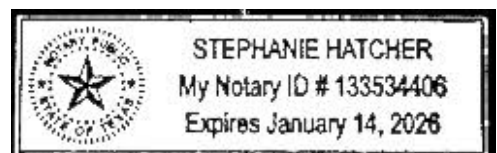
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 22nd day of May in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: 2022-0800	PERMIT TYPE: Conditional Use	DATE OF ISSUE: 2022-05-17
ISSUED TO NAME:	Cleve Cunningham/Cunningham & Company Engineers Market at Mercer Inc	
OWNER'S NAME:	ARIM PROPERTIES LLC	
PROPOSED USE:	New: Commercial, Industrial, and Institutional c-store	
ADDRESS OF PROPOSED USE:	4230 Mercer University Dr	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	M081-0050	ZONING DISTRICT:

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, site plan, and MBPZ Commission approval on 6/14/2021, for a building addition onto an existing structure to allow a c-store with alcohol packaged to-go, for four (4) fuel islands, and a canopy. As per approved landscape plan, three (3) shade trees must be planted on the property. No crepe myrtle. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 2022-11-17 , THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

MARKET AT MERCER INC

has been duly incorporated under the laws of the State of Georgia on **02/01/2023** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated [REDACTED]

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **02/03/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 2/1/2023 4:28:30 PM

BUSINESS INFORMATION

CONTROL NUMBER 23025958
BUSINESS NAME MARKET AT MERCER INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 02/01/2023
SHARES 1000

PRINCIPAL OFFICE ADDRESS

ADDRESS 4230 MERCER UNIVERSITY DRIVE, MACON, GA, 31204, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
ASIF KHAN		

INCORPORATOR(S)

NAME	TITLE	ADDRESS
ASIF KHAN	INCORPORATOR	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE ASIF KHAN
AUTHORIZER TITLE Incorporator

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Market at Mercer Name of Corporation: Market at Mercer, Inc.

If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual:

Name and Title: Asif Khan Telephone Number: 

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: ____
 - ☐ Member holdings ___% of all outstanding membership interests
- ☒ Privately Held Corp./Company
 - ☒ Corporate Officer: Yes ☒ No ___
 - ☐ Shareholder holding 100% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Asif

Last Name: Khan

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☒ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color (passport size) photographs of applicant.
- ☐ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

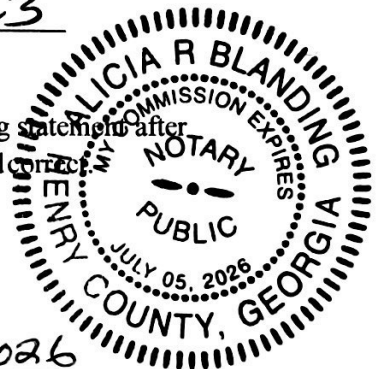
5-8-23
Date

I hereby certify that Asif Khan signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 8th day of May, 2023

Alicia R Blanding
NOTARY PUBLIC

July 05, 2026
MY COMMISSION EXPIRES



Rev. 7/2021



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

ASIF KHAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-04-25

Serial No.

cert_0vthf8n3





Asif Khan



AH001008

ALCOHOL HANDLER

Exp. 12/31/2023

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of April 01, 2023, by and between ARIM PROPERTIES LLC ("Landlord"), and MARKET AT MERCER INC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant _____ (the "Premises") located at 4230 MERCER UNIVERSITY AVE, MACON, GA 31204.

TERM. The lease term will begin on April 01, 2023 and will terminate on March 31, 2033.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$18,000.00, payable in advance on the tenth day of each month. Lease payments shall be made to the Landlord at 1000 LEGACY HILLS DRIVE, MCDONOUGH, Georgia 30253. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for CONVENIENCE STORE, THE PREMISES MAY BE USED FOR OTHER PURPOSES ONLY WITH PRIOR WRITTEN CONSENT TO THE LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD. TENANT SHALL NOTIFY LANDLORD OF ANY ANTICIPATED EXTENDED ABSENCE FROM THE PREMISES NOT LATER THAN THE 1ST DAY OF THE EXTENDED ABSENCE. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PARKING. Tenant shall be entitled to use 6 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon NOT WITHSTANDING ANY OTHER PROVISION OF THIS LEASE, LANDLORD MAY TERMINATE THIS LEASE UPON A (60) DAY WRITTEN NOTICE TO THE TENANT THAT THE PREMISES HAVE BEEN SOLD. days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

ARIM PROPERTIES LLC
1000 LEGACY HILLS DRIVE
MCDONOUGH, Georgia 30253

TENANT:

MARKET AT MERCER INC
4230 MERCER UNIVERSITY AVE
MACON, GA 31204

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon NOT WITHSTANDING ANY OTHER PROVISION OF THIS LEASE, LANDLORD MAY TERMINATE THIS LEASE UPON A (60) DAY WRITTEN NOTICE TO THE TENANT THAT THE PREMISES HAVE BEEN SOLD. days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

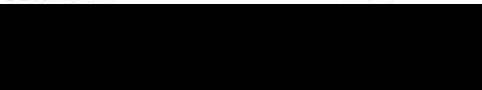
HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

ARIM PROPERTIES LLC


TENANT:

MARKET AT MERCER INC
4230 MERCER UNIVERSITY AVE
MACON, GA 31204

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
ARIM PROPERTIES LLC

By: 
Asif Khan

Date: 4-1-23

TENANT:
MARKET AT MERCER INC

By: 
Asif Khan

Date: 4-1-23

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

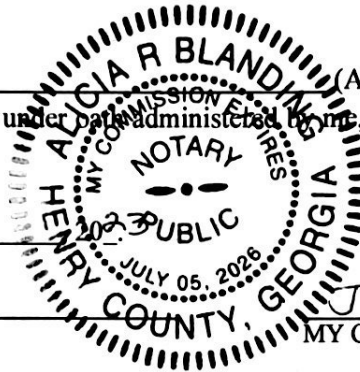
Agent's Signature: [Signature] Date: 5-8-23

Business Name Market at Mercer, Inc.

I hereby certify that Asif Khan (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 8th day of May

Alicia R Blanding
NOTARY PUBLIC



July 05, 2026
MY COMMISSION EXPIRES

Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: [Signature] Date: 5-8-23
(If different from Agent) Asif Khan

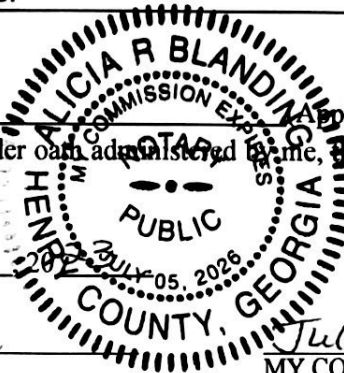
Title: Owner

Business Name: Market at Mercer, Inc.

I hereby certify that Asif Khan (Applicant) signed ☒ his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 8th day of May

Alicia R Blanding
NOTARY PUBLIC



July 05, 2026
MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Market at Mercer, Inc.

Business Address: 4230 Mercer University Drive. Macon. Georgia 31204

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

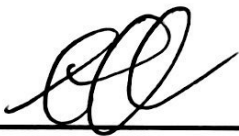
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

Asif Khan

5-8-23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

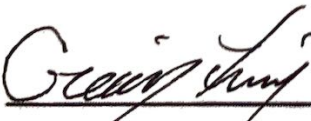
1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

- thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.
3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
 4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
 5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
 6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Market at Mercer, Inc.

Business Address: 4230 Mercer University Drive, Macon, Georgia 31204

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.


 Code Enforcement Department Designee

6/22/23
 Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


 Applicant/Agent Signature

5-8-23
 Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

Asif Khan

Print Name

5-8-23

Date



Alcohol License Questionnaire

Name of Business: Market at Mercer, Inc.

Owner's Name: Asif Khan

Address: 4230 Mercer University Drive, Macon, Georgia 31204

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: **Relation, see below** No Relation

The building is owned by Arim Properties, LLC, and that company is owned by Asif Khan

The business is Market at Mercer, Inc. and that company is also owned by Asif Khan

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☒ Yes ☐ No
to the extent the same individual owns the company that owns the building and the company leasing the building

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☐ No N/A

This is a new location, there was no previous operator

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☐ No N/A - no previous operator

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☐ No
N/A - new construction - and is being leased

Dana Farkas Solutions, LLC

Printed Name of person completing form

Dana Farkas

Signature of person completing form

5-8-23

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Market at Mercer, Inc.

Business Address: 4230 Mercer University Drive, Macon, Georgia 31204

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature Asif Khan

5-8-23
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Market at Mercer, Inc.
2. Name of the subject of this Certificate, if different from the applicant:
Walthall Oil Company
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Asif Khan, 100%

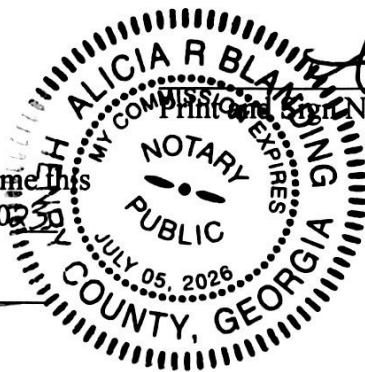
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Sworn to and subscribed before me this

8th day of May, 2022

Alicia R Blundy
Notary Public

My commission expires:





Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Asif Khan fingerprinted 07/10/23

Business Name: Market at Mercer Inc dba Market at Mercer

Business Address: 4230 Mercer University Drive, Macon, GA 31204

DocuSigned by:

After investigation, I recommend that the license requested herein be:

Granted

Sheriff, Macon-Bibb County, Georgia

7/20/2023

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/2/2023 (Date) ^{DS}
EF (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

Added to the August 15, 2023 Pre-Commission Agent



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800 ✓	Wine Packaged to Go	\$700 ✓
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100 ✓
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit Status
9. Planning and Zoning Compliance form
10. Original Affidavit from the Macon-Bibb County Engineer's Department
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021

Select One: ✓ New Business Change of location Change of Business

BUSINESS

Federal Tax ID #: 92-1399704 State Tax ID #: 20282460816

Business Name: TEXACO Food mart Corporate and Trade Name: MAHADEV 1212 11C

Local Business Address: 1212 Eisenhower Pkwy MACON GA 31206
(P.O. Box Not Allowed) City State Zip

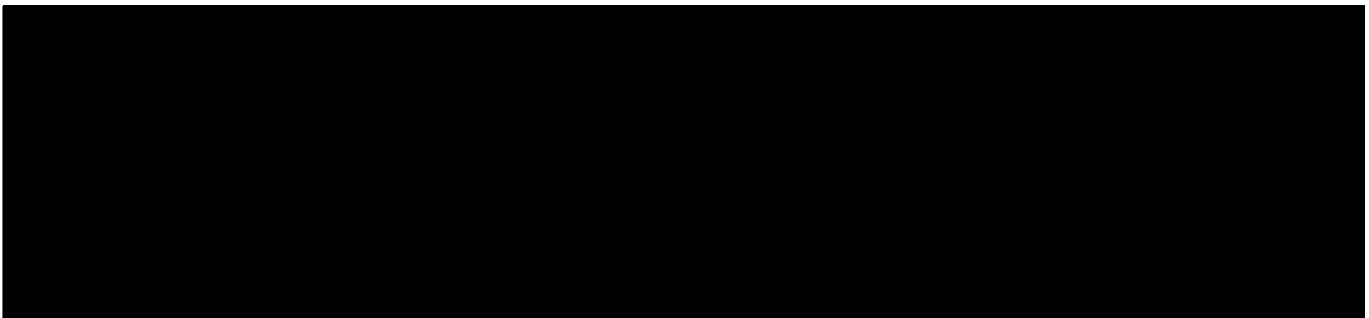
Mailing Address: 1212 Eisenhower Pkwy MACON GA 31206
(P.O. Box Not Allowed) City State Zip

Local Business Phone #: 478-259-7749 Email Address: TEXACO Food 1212@gmail.com

Contact Person: LAXMANBHAI Patel Contact Phone # [REDACTED]

AGENT

Agent's Name: LAXMANBHAI M. Patel Agent's Title: owner



INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone #: _____ Email: _____

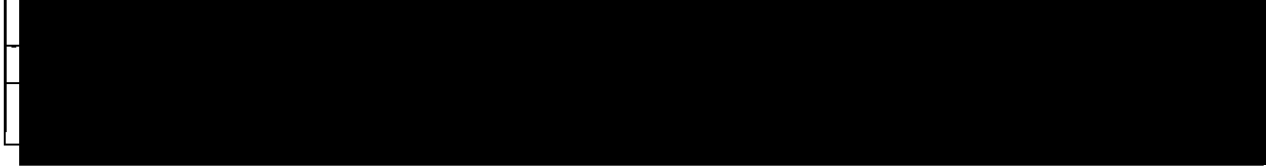
Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print): LA+MANBHAI MANILAL PATEL



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, LA+MANBHAI PATEL, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

L. M. Patel
Signature

12/27/22
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Texaco Food mart

Printed Name of Applicant: LAXMANBHAI Patel

*Signature of Applicant: L. m. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF Jan, 2023
Sharon Holmes
 NOTARY PUBLIC



MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: LAXMANBHAI M. PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 1212 EISENHOWER PKWY.
BUSINESS NAME: TEXACO FOOD MART

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 4-13-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go

(Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

LCB
OK!

Paul J. Hornow
April 11, 2023

Texaco Food Mart
#1212 Eisenhower Parkway

1,200' — SCHOOL GROUND property line

Ballard-Hudson Middle School

1,600' — SCHOOL BUILDING

Ballard-Hudson Middle School

4,700' — COLLEGE CAMPUS property line

Mercer University - main school

16,000' — ALCOHOL TREATMENT CENTER building

River Edge - Emery Highway

10,950' — PUBLIC LIBRARY or BRANCH building

Washington Memorial Library

1,300' — MHA housing unit property line

Murphy Village LP

N/A

Vice Mart - Small Box Retail Store - Small Box Discount store

Applicant self identifies as:
"GAS STATION"



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centra Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
121438	396040	Print Legal Ad-IPL01139720 - IPL0113972		\$0.00	1	30 L

Attention: Texaco Food

Texaco Food Mart MAHADEV 1212 LLC
1212 EISENHOWER PKWY
MACON, GA 31206

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer, Wine Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 24th day of March, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Texaco Food Mart dba MAHADEV 1212 LLC 1212 Eisenhower Pkwy Macon, GA 31206**. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This 17th day of March, 2023. Lakshmanbhai Patel, Applicant
IPL0113972
Mar 17, 24 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
03/17/23, 03/24/23

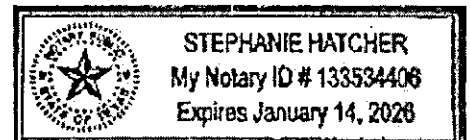
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 24th day of March in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: 2022-0169	PERMIT TYPE: Conditional use	DATE OF ISSUE: 2022-02-10
ISSUED TO NAME:	LAXMANBHAI PATEL MAHADEV 1212 LLC DBA Texaco Food Mart	
OWNER'S NAME:	EISENHOWER PARKWAY PROPERTY	
PROPOSED USE:	New: Commercial, Industrial, Institutional	
ADDRESS OF PROPOSED USE:	1212 Eisenhower Pkwy	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	P091-0470	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, MBPZ Commission approval on 9-13-2021, and departmental approvals on file, approval is granted to convert an existing commercial structure into a grocery with alcohol package to go and fuel sales. Approval includes the installation of underground fuel tanks, 3 fuel islands and a associated canopy. Signage shall require a separate zoning permit. No outside storage, sales, or display authorized. Subject to landscape plan approval by MBPZ Staff. Subject to requirements of MBC Office of Building and Fire Safety, MBC License office, and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 2022-08-10, THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 22260558

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

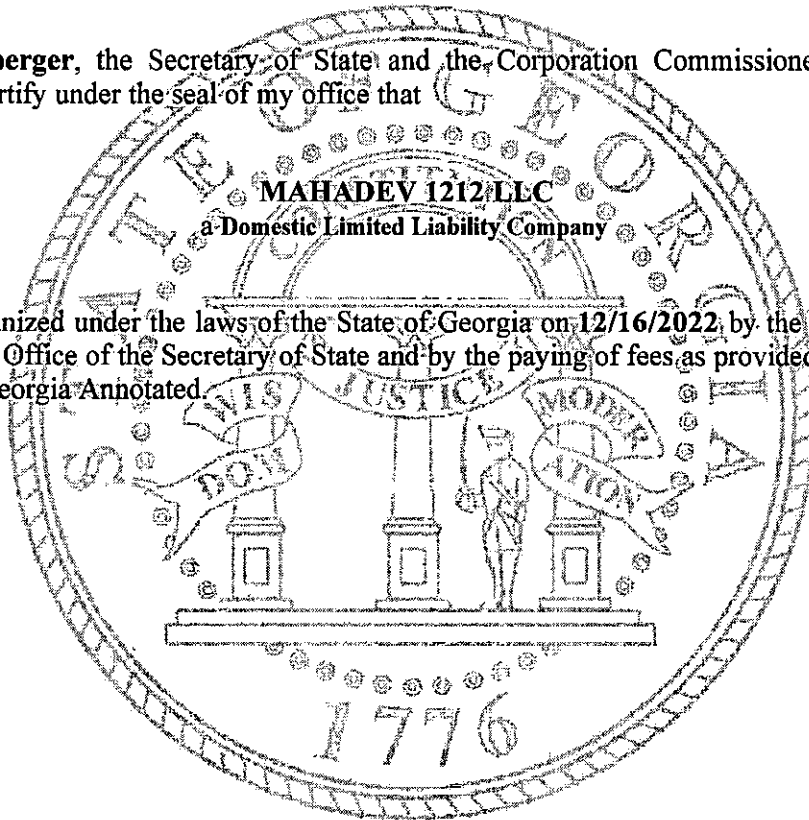
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

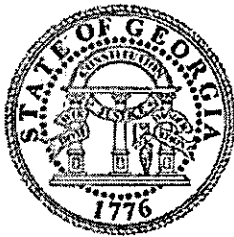
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

MAHADEV 1212 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/16/2022**, by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/20/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 12/16/2022 4:47:06 PM

BUSINESS INFORMATION

CONTROL NUMBER	22260558
BUSINESS NAME	MAHADEV 1212 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	12/16/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	1212 EISENHOWER PKWY, MACON, GA, 31206, USA
---------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
LAXMANBHAI PATEL	1212 EISENHOWER PKWY, MACON, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
LAXMANBHAI PATEL	ORGANIZER	[REDACTED]

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	LAXMANBHAI PATEL
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: TECH CO Food Mart Name of Corporation: MAHADEV 1212 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: LAKSHMIBAI Patel (owner) Telephone Number _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100 % of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: LAMMANBHAI

Last Name: PATEL

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☒ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☒ Current Color (passport size) photographs of applicant.
- ☒ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

L.M. Patel

Applicant's Signature

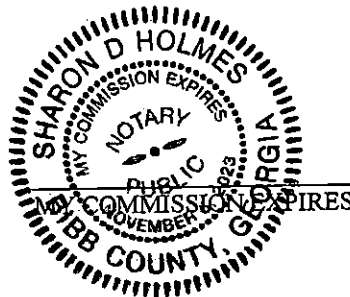
02/02/23

Date

I hereby certify that LAMMANBHAI PATEL signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 2nd day of Feb, 2023

Sharon Holmes
NOTARY PUBLIC



Rev. 7/2021



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

LAXMANBHAI PATEL

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training



Hours
3:00



Completion Date
01/06/2023



Expiration Date
01/05/2026



Certificate #
OFF-000027419223

TRAINING™

South McFadden

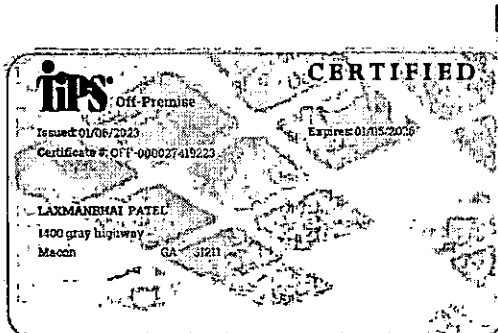
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)





Laxmanbhai Patel



AH000984

ALCOHOL HANDLER

Exp. 12/31/2023

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into and dated the 6th day of April, 2023 ("Effective Date"), by, between, and among Eisenhower Parkway Property LLC ("Landlord"), on the one hand; and Mahadev 1212 LLC ("Tenant") on the other hand. The Landlord and the Tenant are each a "Party", and collectively, the "Parties".

1. **Leased Premises.** Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located at 1212 Eisenhower Parkway, Macon GA 31216, more particularly described in **Exhibit "A"**, attached hereto, incorporated herein by this express reference, annexed hereto and made part of this Lease. The land, building, and improvements are herein referred to as the "Premises". This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record. Landlord will deliver the Premises to Tenant **"AS IS, WHERE IS"**, in its condition as of the Effective Date of this Lease. Except as set forth in this Paragraph and Subparagraph 5(a) below, Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations or warranties to Tenant about the condition of the Premises or any promises to alter, modify, add to, repair, or improve the Premises.

2. **Term.** (i) **Original Term.** The term of this Lease will be for five (5) years, commencing on the 6th day of April, 2023 ("Commencement Date"), and ending midnight, April 5, 20 2028 ("Expiration Date"), subject to extension or earlier termination as provided below. (ii) **Renewal Term.** The Original Term of this Lease may be extended by an additional five (5) year term upon written notice to Landlord of Tenant's renewal. Tenant shall notify Landlord no less than six (6) months prior to the expiration date of such Original Term. If, for any reason, whether or not attributable to the fault of the Landlord, the Landlord is unable to deliver possession of the Premises to the Tenant on the Commencement Date, Landlord shall not be liable to Tenant in any way for damages and this Lease shall not terminate; however, Tenant shall have no obligation to pay rent hereunder until possession of the Premises is delivered to Tenant, and the term of this Lease shall be deemed to be postponed, where such beginning and ending dates of the Original Term or Renewal Term shall be postponed by the amount of time equal to such delay in delivering possession.

3. **Use of the Premises.** (i) **Use by Tenant and Certificate of Occupancy.** Tenant will use and occupy the Premises only as and for the operation of a Gas Station/Convenience store and no other. In the event required, Tenant will, at Tenant's own expense, apply for and obtain a Certificate of Occupancy with respect to the Premises, based upon the use set forth above, from the appropriate authority, prior to the commencement date of the Lease. (ii) **Prohibited Use.** Tenant will not occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any

unlawful or disreputable purpose, nor for any extra hazardous purpose on account of fire or other casualty.

4. **Fixed Annual Rent, Additional Rent, and Other Sums to Be Paid by Tenant.**

(a) **Fixed Annual Rent.** During the Lease term, Tenant will pay Landlord the Fixed Annual Rent set forth below on the first day of each month, in advance, with the exception that the first monthly installment of Fixed Annual Rent will be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection.

Lease Period	Fixed Monthly Rent	Total Fixed Annual Rent
Year 1	\$ 7,200	\$ 86,400
Year 2	\$ 7,200	\$ 86,400
Year 3	\$ 7,200	\$ 86,400
Year 4	\$ 7,200	\$ 86,400
Year 5	\$ 7,200	\$ 86,400
Year 6 - 10	\$ 7,200	\$ 86,400

(b) **Additional Rent Based upon Real Estate Taxes.** As Additional Rent, Tenant will pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises, on the first (1st) day of each month, in advance, in a sum equal to 1/12th of the annual real estate taxes and assessments due and payable for the then calendar year. If at a time a payment is required the amount of the real estate taxes and assessments for the then calendar year will not be known, Tenant will pay Landlord, as additional Rent, 1/12th of the real estate taxes and assessments for the preceding calendar year; and upon ascertaining the real estate taxes and assessments for the current calendar year, Tenant will pay Landlord any difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent falling due. Additional Rent based upon real estate taxes and assessments payable for the first and last years of the lease term will be adjusted and pro-rated, so that Landlord will be responsible for Landlord's pro rated share for the period prior to and subsequent to the lease term, and Tenant will pay Landlord its pro-rated share for the lease term. All real estate taxes and assessments levied upon and/or assessed against the Premises (which includes real estate, buildings, and improvements thereon) and all costs associated with any appeal process to lower the tax valuation amount are deemed to be Additional Rent based upon real estate taxes.

(c) **Additional Rent Based upon the Landlord's Insurance.** (i) **Property Insurance.** As Additional Rent, upon demand, prior to and as and when insurance premiums will be due and payable, Tenant will pay Landlord, Landlord's Property Insurance (Special Form) insurance premium (which insurance may include, without limitation, rent insurance, building ordinance coverage, water damage, war and terrorism insurance, and such other coverages as Landlord will determine from time to time). This insurance will: (A) name only Landlord and Landlord's

mortgagee, if any, as the insured and provide that any loss will be payable to Landlord and Landlord's mortgagee, if any, as their respective interests may appear; (B) be in such an amount as may be determined by Landlord from time to time; (C) provide that no act of Tenant will impede the right of Landlord or Landlord's mortgagee, if any, to receive and collect the insurance proceeds; and (D) provide that the right of Landlord and Landlord's mortgagee, if any, will not be diminished because of any additional insurance on the Premises carried by Tenant for Tenant's own account. (ii) Liability Insurance. As Additional Rent, upon demand, as and when insurance premiums will be payable, Tenant will pay Landlord, Landlord's Commercial General Liability Insurance insurance premiums, which insurance will, without limitation, cover claims for bodily injury, death, and property damage, occurring in or about the Premises, including, without limitation, any sidewalks adjoining the Premises and Landlord's Excess or Umbrella Insurance Liability Insurance insurance premiums. This insurance will be in such amount as Landlord may determine from time to time. (iii) Escrow. At the option of Landlord, which Landlord may exercise at any time and from time to time, Tenant will pay to Landlord, as Additional Rent, the foregoing insurance premiums by paying to Landlord, on the first (1st) day of each month, in advance, the sum equal to 1/12th of the annual insurance premiums for the foregoing insurance coverages for the then current policy year. If at a time a payment is required the amount of the insurance premiums for the foregoing insurance coverages for the then current policy year will not be known, then Tenant will pay to Landlord, as Additional Rent, 1/12th of the annual insurance premiums for the foregoing insurance coverages for the immediately preceding policy year; and upon ascertaining the amount for the current policy year, Tenant will pay to Landlord the difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent for insurance premiums falling due. Additional Rent for insurance premiums payable for the first and last years of the lease term will be adjusted and pro-rated so that Landlord will be responsible for Landlord's pro-rated share for the period prior to and subsequent to the Lease term, and Tenant will pay to Landlord its pro-rated share for the lease term.

(d) Additional Rent Based upon Other Sums. Tenant will pay Landlord, as Additional Rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.

(e) Additional Rent Based upon Reimbursement to Landlord. If Tenant fails to comply with or to perform any of the terms, conditions, and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions, and covenants, at the expense of Tenant, which expense will be payable by Tenant, as Additional Rent, upon the demand of Landlord, together with interest at the prime rate per annum as set forth in the Wall Street Journal, plus two percent (2%) (the "Prime Rate"), which interest will accrue from the date of Landlord's demand.

(f) Additional Rent Based upon Late Payment. If Tenant defaults for more than five (5) days in the payment of any monthly installment of Fixed annual Rent, Additional Rent, or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from

Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant will pay Landlord, as Additional Rent, a late charge of five percent (5%) of the rent or expense.

(g) **Additional Rent Based upon Landlord's Legal Expenses in Enforcing Lease.** As Additional Rent, Tenant will pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; however, in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then, in that event, Tenant will not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(h) **Additional Rent Based upon Taxes Based on Rent.** If, at any time during the term of this Lease, a tax or charge is imposed by the State of Georgia, Bibb County, Georgia, the City of Macon, Georgia, or such other or additional county or municipality in which the Premises is located, pursuant to any future law, which tax or charge will be based upon the rent due or paid by Tenant to Landlord, then Tenant will pay Landlord, as Additional Rent, such tax or charge. The foregoing will not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance, or transfer tax due from Landlord.

(i) **Additional Rent Based upon Common Area Maintenance (CAM).** Tenant will pay to Landlord as Additional Rent, all costs to maintain and repair common areas, parking lots, sidewalks, driveways, and other areas used in common areas by the Tenant; all costs to supervised and administer said common areas, parking lots, sidewalks, driveways, and other areas used by Tenant; and any parking charges, utilities, surcharges, or any other costs levied, assessed, or imposed by, or interpretations thereof, promulgated by any governmental authority in connection with the used or occupancy of the Premises or the parking facilities serving the Premises.

(j) **Additional Rent - Summary and approximation.** In addition to the Fixed Annual Rent, Tenant's anticipated monthly Additional Rent is based upon Landlord's best estimate of such costs identified in Subparagraphs 4(b)-(i) during the first year of the Original Term. Landlord's estimate is based on the following:

Taxes:	\$ 5,000
Insurance:	\$ 2,000
CAM:	\$ 1,000

Tenant acknowledges that this is a good-faith estimate of costs and that such amounts may fluctuate during the term of this Lease.

(k) **No Setoff and Application.** (A) **No Setoff.** Tenant will pay Landlord all Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease, without abatement,

deduction, or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant will be deemed independent of any other terms, conditions or covenants of this Lease. (B) Application. No payment by Tenant or receipt by Landlord of an amount less than the full Fixed Annual Rent, Additional Rent, or other sums required of Tenant under the Lease, will be deemed anything other than a payment on account of the earliest Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, will be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(I) Place of Payment of Rent. The Fixed Annual Rent, Additional Rent, and other sums required of Tenant under this Lease, will be paid by Tenant to Landlord at the address set forth below or to such other place as Landlord may notify Tenant.

5. Condition, Repair, Replacement, and Maintenance of the Premises.

(a) Landlord's Obligations. (i) Structure. Landlord will, at Landlord's own expense, maintain the roof, foundation, and the structural soundness of the exterior walls of the Premises in good repair. Landlord will be responsible for all capital costs in connection with the HVAC systems as defined below so long as Tenant has complied with the obligations pursuant to Subparagraph 5(b)(iii) below, and provided Tenant pays to Landlord during the Term the amortized monthly cost (over the balance of the Term) for such capital costs incurred by Landlord for the HVAC systems. Notwithstanding the foregoing, Tenant will repair and pay for any damage caused by the negligence of Tenant, or a "Tenant Representative" (as defined below), or otherwise, caused by Tenant's default hereunder. The term "walls" will not include windows, glass or plate glass, doors, special store fronts, or office entries. Tenant will within a reasonable amount of time give Landlord written notice of a defect or need for repairs, after which Landlord will have reasonable opportunity to repair same or cure such defect. Landlord's failure to repair or cure such defect after a reasonable notice and right-to-cure period (but in no event less than thirty (30) days) will be a default hereunder by Landlord. Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provisions of this Lease will be limited to the cost of such repairs or maintenance or the curing of such defect. (ii) Warranty. Landlord warrants and represents that the heating and air-conditioning ("HVAC") systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the initial six (6) months of the term of this Lease, normal wear and tear and negligence of Tenant and a Tenant Representative excepted. (iii) Tenant Representative. The term "Tenant Representative" will mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, subtenant, or invitee of Tenant.

(b) **Tenant's Obligations.** (i) Repairs. Tenant will, at Tenant's own expense, keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including, but not limited to, windows, glass and plate glass, doors, any special office entry, interior walls and finish work, floors and floor covering, downspouts, gutters, heating and air-conditioning systems, dock boards, truck doors, dock bumpers, paving, plumbing work and fixtures, interior termite and pest extermination, and regular removal of trash and debris. (ii) No Damage to Walls. Tenant will not damage any wall or disturb the integrity and support provided by any wall and will, at its own expense, promptly repair and replace any damage or injury to any wall caused by Tenant or a Tenant Representative. (iii) Contracts. In the event Tenant enters into any operating agreement, contract, license or other agreement with a party who is not part of this Lease, such agreement shall be limited to one (1) year, and such agreement shall not create any liability or encumbrance upon Landlord or the Premises; (iv) Maintenance/Service Contract. Tenant will, at Tenant's own expense, enter into a maintenance/service contract with a maintenance contractor, which will provide for regularly scheduled servicing of the HVAC systems and equipment in the Premises. The maintenance contractor and the maintenance/service contracts will be subject to the approval of Landlord, which approval will not be unreasonably withheld. The maintenance/service contract will include, without limitation, all servicing suggested by the manufacturer, within the operations/maintenance manual pertaining to such system or equipment, and will be effective (and a copy delivered to Landlord) no later than thirty (30) days after the Commencement Date of this Lease. In the event Tenant has complied with the HVAC, maintenance and service contract and any costs to repair such HVAC system exceed \$2,500.00 in any 12-month period, Landlord will bear all costs in excess of \$ _____.

6. **Tenant Insurance.**

(a) **Space Insured.** Landlord will not be required to name Tenant as an additional insured on any policy maintained by Landlord with respect to the Premises.

(b) **Tenant's Insurance.** Tenant will, at Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, insurance coverage for all furniture, fixtures, machinery (including, without limitation, communication systems, and computer systems), goods, supplies, products, and other personalty of Tenant or others (collectively "Tenant's Property"), at or about the Premises. In addition, Tenant will also, at Tenant's own cost and expense, throughout the term of the Lease, maintain, and keep in full force and effect, commercial general liability insurance which will include, without limitation, insurance for (i) contractual liability in connection with Tenant's indemnity of Landlord under this Lease, and (ii) liability, or claims of liability, for bodily injury, death, or property damage, arising out of, occasioned by, or resulting from any accident or other occurrence in or about the Premises, including, without limitation, any sidewalks, parking areas, driveways, or other common areas of the Premises. Such insurance shall contain coverage and/or endorsements for a property that sells gasoline and that sells alcoholic beverages. The insurance will provide for coverage of not

less than \$1,000,000.00 for any single occurrence / \$2,000,000.00 general aggregate limit, will name Landlord as an additional insured, will have a deductible satisfactory to Landlord and will not have any self-insured retention or co-insurance provision. Landlord may request an increase in the limits of this insurance, if circumstances at the time reasonably warrant an increase. Tenant will deliver to Landlord, evidence of the insurance coverages to be maintained by Tenant pursuant to this Subparagraph 6(b), together with evidence of payment of the premiums, on or before the commencement date, and at least fifteen (15) days prior to the expiration or termination date of any policy. Upon request of Landlord, a copy of each policy will be delivered to Landlord. The policies will contain a provision that thirty (30) days' notice will be given to Landlord by the insurance carrier prior to any cancellation, modification or amendment to either policy.

(c) **Waiver of Subrogation.** Tenant releases Landlord from any liability arising out of a loss covered by any insurance. Tenant will, on or before the Commencement Date or any earlier entry into the Premises by Tenant, and on or before the renewal or replacement of the insurance policies referred to in Subparagraph 6(b) above, furnish Landlord with a certificate from each insurance carrier, in form satisfactory to Landlord, waiving their right of subrogation.

7. **Compliance with Laws.**

(a) **General Compliance with Laws.** Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws and petroleum laws, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, ("Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance: (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

(b) **Hazardous and Toxic Materials.** (i) For purposes of this Lease, "Hazardous or Toxic Material(s)" means asbestos-containing materials and all other materials, substances, wastes, and chemicals classified as hazardous or toxic substances, materials, wastes, or chemicals under then-current applicable Laws or that are subject to any right-to-know Laws or requirements. (ii) Tenant will not knowingly incorporate into, or use or otherwise place or dispose of at the Premises, any Hazardous or Toxic Materials, except for use and storage of cleaning and office

supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use, and disposal, (C) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous or Toxic Material, and (D) such materials are used, transported, stored, handled, and disposed of in accordance with all applicable Laws. Landlord will have the right to periodically inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous or Toxic Materials. (iii) If Tenant or its employees, agents, or contractors ever violate the provisions of this Subparagraph 7(b)(iii) or otherwise contaminate the Premises, then Tenant will clean, remove, and dispose of the material causing the violation, in compliance with all applicable Laws and then prevalent industry practice and standards and will repair any damage to the Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant will notify Landlord of its method, time, and procedure for any clean-up or removal and Landlord will have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after Business Hours. Tenant's obligations under this Subparagraph 7(b)(iii) will survive the termination of this Lease.

(c) **Prohibited Persons and Transactions.** Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders, or other equity owners, and none of their respective employees, officers, directors, representatives, or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Officers of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, without limitation, those names on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, any Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and Tenant is not and will not assign this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

(d) **Bona Fide Coin Operated Amusement Machines.** To the extent not otherwise set forth herein, the Tenant or any other person, including, but not limited to, agents, employees, management entities, subtenants, or any other person or entity, shall neither use nor permit the use of the Premises in violation of any Georgia statute, municipal statute, ordinance, code, rule, regulation, order, directive, or requirement for bona fide coin operated amusement machines as set forth in O.C.G.A. §§ 50-27-70, *et seq.*, as amended. If such Tenant or person is in violation of such use, it shall work a forfeiture and rescission of this Lease at the express election of the Landlord, after which the Landlord shall have the right to reenter and repossess the Premises immediately. Tenant expressly agrees that Landlord shall have this right and the right to terminate the Lease if Tenant is in violation of this subparagraph.

(e) **Survival.** This Paragraph 7 will survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this Paragraph 7 will be restrainable or enforceable, as the case may be, by injunction.

8. **Alterations, Additions, and Improvements.** No alterations, additions, or improvements will be made by Tenant to the Premises, nor to any air-conditioning system, heating system, plumbing system, electrical system, nor will antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld conditioned or delayed. All alterations, additions, or improvements and systems installed in or attached to the Premises by Tenant will, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, will be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. At Landlord's written request, Tenant will restore the Premises to the condition it was in at the time the Premises was delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of the Lease term, at Tenant's own expense. Tenant will not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions, or improvements consented to by Landlord will be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

9. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises are damaged or destroyed by any peril, including, but not limited to, water, fire, wind storm, hail, or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant will give prompt notice to Landlord and this Lease will continue in full force and effect.

(b) **Restoration by Tenant.** If at any time any Casualty occurs, Tenant will proceed in good faith and with due diligence to restore, replace, rebuild, and repair the improvements damaged or destroyed by such Casualty to substantially the same condition such improvements were in immediately prior to such damage or destruction, and Tenant's obligations to pay the Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease will not be abated or reduced, nor will Tenant be entitled to surrender possession of the Premises for that reason. The net insurance proceeds, if any, collected by Landlord from any insurance policy, and not otherwise payable to a mortgagee of Landlord, after deducting all costs of collection (including, but not limited to, the fees of any adjuster employed by Landlord with respect to the collection of any insurance proceeds), (the "Restoration Fund"), will be available to be used by Tenant for the restoration of the Premises. The Restoration Fund will be held by Landlord, and provided Tenant complies with the provisions of this Paragraph, the Restoration Fund will be

made available to Tenant, from time to time, in the manner and to the extent provided in this Lease, to pay for the costs of the restoration of the Premises; however, Landlord, before paying such monies over to Tenant, will be entitled to reimburse itself from the Restoration Fund to the extent, if any, of the expenses paid or incurred by Landlord in the administration of the Restoration Fund and oversight of the restoration, including, without limitation, fees for consultants, counsel, architects, and engineers. Any funds left after the completion of and payment for all restoration of the Premises will be retained by Landlord.

(i) **Requisitions for Payment.** The Restoration Fund will be paid to Tenant, from time to time, in installments as the restoration work progresses, upon requisitions to be submitted by Tenant to Landlord showing the cost of labor and materials incorporated in the restoration, or incorporated since the last previous requisition. If any vendor's, mechanic's, laborer's, or materialman's lien is filed against the Premises, Tenant will not be entitled to receive any further installment until such lien is satisfied or otherwise discharged.

(ii) **Amount of Payment.** The amount of any installment to be paid to Tenant will be such proportion of the total Restoration Fund received as the cost of labor and materials theretofore incorporated by Tenant in the restoration bears to the total estimated cost of the restoration by Tenant, less (A) all payments theretofore made to Tenant out of the Restoration Fund, and (B) ten percent (10%) of the amount so determined.

(iii) **Deficiency and Completion.** In the event the Restoration Fund is insufficient for the purpose of paying for the restoration, or to the extent any mortgagee will not permit the insurance proceeds to be used for restoration, Tenant will nevertheless be required to make the restoration and pay any additional sums required for the restoration. The restoration will be deemed complete when the restoration has been completed substantially in accordance with the plans and specifications therefore, as determined by a joint inspection by Landlord and Tenant, and a certificate of occupancy has been issued, allowing the improvements to be used and operated for their intended purpose.

(iv) **Conditions to Payment.** In addition to the foregoing, in no event will any Restoration Fund be paid until there has been submitted to Landlord: (A) **Architect or Contractor Certificate.** A certificate of Tenant's architect or Tenant's contractor stating that the sum then requested to be withdrawn either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, or architects who have rendered or furnished certain services and materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories and the several amounts so paid or due to each person, and stating in reasonable detail the progress of the work up to the date of the certificate; the sum then requested does not exceed the value of the services and materials described in the certificate; and the balance of the Restoration Funds held by Landlord will be sufficient upon completion of the restoration to pay for the same in full, and stating in reasonable detail the estimate of the cost of such completion; (B) **Title.** There will be furnished to Landlord an official search, or a certificate of title insurance company reasonably satisfactory to Landlord, or

other evidence reasonably satisfactory to Landlord, showing that there has not been filed any vendor's, mechanic's, laborer's, or materialman's statutory or other similar lien affecting the Premises, which has not been discharged of record, except as will be discharged upon payment of the amount then requested to be withdrawn; (C) **No Event of Default**. At the time of making such payment, there will not have been an Event of Default, or an event that with the passage of time or the giving of notice, or both, will constitute an Event of Default; (D) **Final Payment**. With respect only to the final payment, at the time of making such payment, Tenant will have substantially completed the restoration as evidenced by a certificate of occupancy or completion, issued by the appropriate Governmental Authority.

(c) **Failure by Tenant to Commence Restoration**. If Tenant fails to commence the necessary repairs, replacements or reconstruction required for the restoration of the Premises within forty-five (45) days after receipt by Landlord or Tenant, as the case may be, of the Restoration Funds, or any part of them, or if Tenant will have commenced restoration, but will fail to continue restoration with reasonable diligence, then unless such delay will have been due to causes beyond the reasonable control of Tenant, Landlord will have the right, at Landlord's option, following thirty (30) days prior notice to Tenant, to deem such an event as an Event of Default, and in addition to all other rights provided to Landlord under this Lease and by Requirements, Tenant will promptly pay over to Landlord all Restoration Funds held by Tenant.

(d) **Right to Terminate**. If all or a substantial part of the improvements are rendered unusable in the last year of the term, or if during that year period Restoration of the improvements substantially to their prior use and character is prohibited by Requirements, then Tenant may elect to terminate this Lease, by a notice to Landlord given not later than sixty (60) days following such casualty, and Tenant will assign to Landlord the entire amount of insurance proceeds payable by reason of such casualty with respect to the improvements on the Premises. If Tenant makes such election, Tenant will assign such insurance proceeds to Landlord, and the term will expire on the sixtieth (60th) day after notice of such election and Tenant will vacate the Premises and surrender the same to Landlord.

10. **Assignment and Subletting**.

(a) **Landlord's Consent Required**. Tenant will not voluntarily or by operation of law assign, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, subletting, mortgage, transfer, or encumbrance without such consent will be void as against Landlord, and will constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant will be deemed an assignment requiring Landlord's consent.

(b) **No Release of Tenant**. Regardless of Landlord's consent or the need under Subparagraph 10(a) to obtain Landlord's consent, no assignment or subletting will release Tenant from this Lease. Acceptance of Fixed Annual Rent and Additional Rent from any other person will not be

deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant will deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** In the event of any assignment or sublease involving rent in excess of the Fixed Annual Rent or Additional Rent required under this Lease ("Excess Rent"), Landlord will participate in the Excess Rent. Tenant will promptly pay to Landlord, as additional rent, fifty percent (50%) of all such Excess Rent collected from the assignee or subtenant, and will supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

11. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees, or representatives, will have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions, or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph will not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions, or improvements to the Premises for its safety or preservation.

12. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives will have the right to show the Premises during the Lease term to persons wishing to purchase or grant fee mortgages on the Premises. Landlord or Landlord's agents, employees, or other representatives will have the right within the last six (6) months of the Lease term to place notices on any parts of the Premises, offering the Premises for lease and at any time during the Lease term, offering the Premises for sale, and Tenant will permit the signs to remain without hindrance or molestation.

13. **Signs.** Tenant will not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord will consent to in writing prior to the installation. If Landlord or Landlord's agents, employees, or other representatives wish to remove any such signs in order to make any repairs, alterations, additions, or improvements to the Premises, such signs may be removed, but will be replaced, at Tenant's expense, when the repairs, additions, alterations, or improvements will be completed; however, such provision will not create an obligation on the part of Landlord to make any repairs, alterations, additions, or improvements to the Premises. All signs of Tenant at the Premises will conform with all municipal ordinances or other laws and regulations applicable to such signs.

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14. **Landlord Not Liable.** Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air-conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

15. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by Landlord, Landlord will not be liable or responsible for, and there will be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire, or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord will use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; however, Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay will not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

16. **Indemnification and Waiver of Liability.** Neither Landlord nor Landlord's Indemnitees will be liable for, and Tenant will indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, crimes, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; regardless of whether such liability, claim, crime, suit, cost, injury, death, or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding will be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord Indemnitee. The provisions of this Paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this Paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful

misconduct, or gross negligence of Landlord or any Landlord Indemnitee. In no event will Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore will rest with Tenant. All personal property upon the Premises will be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee will be liable for any damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. To the extent not otherwise stated herein, in no event will Landlord or any Landlord Indemnitee be held liable or responsible for any criminal act of Tenant or any Tenant Representative.

17. **Subordination: Attornment.**

(a) **Subordination.** This Lease will be subject and subordinate to any Landlord mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant will, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) will be self-operative and no further instrument of subordination will be required to make the interest of any Landlord under a Superior Lease (a "Superior Landlord") or any mortgagee, trustee, or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; however, Tenant will execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Landlord or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Landlord or Mortgagee.** Any Superior Landlord or Mortgagee may elect that this Lease will have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Landlord or Mortgagee, this Lease will be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Landlord will request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant will make such modifications.

(c) **Attornment.** If, at any time prior to the expiration of the term of this Lease, any Superior Lease will terminate or be terminated by reason of a default by Landlord as tenant thereunder or

any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant will, at the election and upon the demand of any owner of the Premises, or of the Superior Landlord, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Landlord or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event will any such owner, Superior Landlord, or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Landlord or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this Paragraph 17 will inure to the benefit of any such successor-in-interest to Landlord, will apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and will be self-operative upon any such demand, and no further instrument will be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, will execute, from time to time, instruments in confirmation of the foregoing provisions of this Paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage will exist, Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant will have given written notice of such act or omission to all Superior Landlords and Mortgagees at such addresses as will have been furnished to Tenant by such Superior Landlords and Mortgagees and, if any such Superior Landlord or Mortgagee, as the case may be, will have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time will have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Landlords and Mortgagees will have the right, but not the obligation, to remedy such act or omission. The foregoing will not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

18. **Condemnation.**

(a) **Permanent Condemnation.** (i) **Lease Termination.** If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease will terminate as to the part taken as of the first date the condemning authority takes either title or possession. If more than twenty-five percent (25%)

of the leasable area of the Premises is taken or the balance of the Premises is unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes possession. The option will be exercised in writing as follows: (A) Notice of Taking. Within thirty (30) days after Landlord or the condemning authority has given Tenant written notice of the taking; or (B) Possession. Absent notice, within ten (10) days after the condemning authority has taken possession. If Tenant does not terminate, this Lease will remain in full force and effect as to the portion of the Premises remaining. The Fixed Annual Rent and Additional Rent will be reduced in the same proportion as the area of the Premises taken bears to the entire area leased hereunder. (ii) Award. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord will diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in Paragraph 15.

(b) Temporary Condemnation. Upon condemnation of all or any portion of the Premises for temporary use, this Lease will continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award will be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant will assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it will give the funds to Landlord within ten (10) days after demand.

19. Landlord's Right to Reenter. If Tenant defaults in any of the terms, conditions, or covenants of this Lease, then it will be lawful for Landlord to reenter the Premises and to again possess and enjoy the Premises.

20. Default by Tenant and Landlord's Remedies.

(a) Event of Default. If any one or more of the following events will occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default will have occurred under this Lease: (i) Non-payment. If Tenant fails to pay any installment of Fixed Annual Rent, Additional Rent, or other sums due from Tenant to Landlord under this Lease within five (5) days after delivery of notice from Landlord to Tenant that the same is past due and payable, however, Landlord will not be required to give notice more than two (2) times in any twelve (12) month period; (ii) Non-performance. If Tenant fails to comply with any of the other terms, covenants, conditions, or obligations of this Lease and such failure in compliance will continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant will not, in good faith have commenced within the thirty (30) day period to remedy such failure and continued diligently and continuously to prosecute the same to

completion; (iii) **Obligations**. Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under the Lease; (iv) **Bankruptcy**. Tenant voluntarily or involuntarily files for protection under the United States Bankruptcy Code or other federal or state debt relief proceeding (including any public or private debt-relief agency); (v) **Receivership**. A receiver is appointed for and/or over Tenant or Tenant's property; (vi) **Assignment**. The Tenant makes an assignment to for for the benefit of a creditor under federal or state law; (vii) **Levy**. Tenant's property is levied upon or attached under legal process against Tenant which is not resolved to the satisfaction of the Landlord; or (viii) **Abandonment**. If Tenant abandons or vacates the Premises.

(b) **Right to Terminate Lease and Reenter**. If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on ten (10) days' notice to Tenant, declare this Lease terminated at the expiration of such ten (10) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant.

(c) **Landlord's Right to Restore and Re-let, and Tenant's Liability for Expenses**. In the event that Landlord obtains possession by reentry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord will have the right, without the obligation, to make renovations, alterations, and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part of them for a term or terms that may be less or more than the full term of the Lease had Landlord not reentered and repossessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord will in no way be responsible for any failure to re-let all or any part of the Premises nor for any failure to collect any rent due after any re-letting, and in no event will Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord will be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant will pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations, and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest at the Prime Rate, which interest will accrue from the date of Landlord's demand.

(d) **Liability of Tenant after Reentry and Possession or Termination**. (i) **Survival of Obligations**. If any Event of Default occurs (whether or not this Lease will be terminated as a result of an Event of Default), Tenant will remain liable to Landlord for all Fixed Annual Rent and Additional Rent (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease) then due and which would have otherwise become due through the remaining term of the Lease, plus interest; less the net amount of rent, if any, that may be collected and received by Landlord from the Premises, for and during the remainder of the term

of this Lease. In other words, Tenant will be liable for all past due Fixed Annual Rent, Additional Rent, and such other costs, plus interest, through the Expiration Date of the Lease Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part of them for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with the provisions of Subparagraph 20(c) above. The failure or refusal of Landlord to re-let the Premises or any part of them will not release Tenant or affect Tenant's liability for damages. Landlord will have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs (including interest, attorneys' fees and costs) other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees pro rated over the life of the term of the re-letting and applicable to the remainder of the Lease term; (iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of Fixed Annual Rent and Additional Rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, will be held by Landlord and applied for the payment of future Fixed Annual Rent and Additional Rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this Paragraph, and Tenant expressly agrees that any such suit will not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," will not be construed as limited to their strict legal meaning. (ii) Rights on Termination. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord will thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of Subparagraph 20(d)(i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of Fixed Annual Rent and Additional Rent reserved for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point as set forth in the Wall Street Journal. Landlord will not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord will notify Tenant in writing that Landlord has elected to terminate the same. (iii) Remedies Cumulative. The remedies of Landlord will be cumulative as to each other and as to all such allowed by Requirements. Notwithstanding the above, Landlord shall not be considered to be under any duty by reason of this Paragraph or any other Paragraph under this Lease to take any action to mitigate damages by reason of an event of Tenant's default.

(e) Right to Injunction. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord will have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided. The mention in this Lease of any particular remedy will not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining

possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

21. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods, or other property of Tenant will be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods, or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, will, at Landlord's discretion, be considered as abandoned and Landlord will have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

22. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant will execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and, if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

23. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it will look only to the Premises (which includes all of Landlord's equity or interest in the Premises, including proceeds of sale, insurance, and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Landlord; and Tenant will not look to the property or assets of any of the any officers, directors, shareholders, members (or principal or partner or other constituent person or entity of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event will any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent, or legal representative of Landlord will be personally liable for any obligations or liabilities of Landlord under this Lease.

24. **Services and Utilities.** Tenant will, at Tenant's own expense, obtain all utility services supplying the Premises, including, but not limited to, electricity, water, sewer, standby water for sprinkler, gas, telephone, and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and will pay the cost directly to the applicable utility, including any fine, penalty, interest, or cost that may be added thereto for non-payment.

25. **Security Deposit.** Upon execution and delivery of this Lease, Tenant will deposit the sum of _____ Dollars (\$ _____) with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed, which sum will be returned to Tenant following the expiration of the Lease term, provided there will not then be an Event of Default or an event that with the giving of notice or the lapse of time, or both, will constitute an Event of Default. Landlord will have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant will, upon demand, deposit with Landlord the amount applied, so that Landlord will have the full deposit on hand at all times. If Landlord sells the Premises, Landlord will have the right to transfer the security to the new landlord, and upon so doing Landlord will be released by Tenant from all liability for the return of the security and Tenant will look solely to the new landlord for the return of the security, and this will apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease will not be mortgaged, assigned or encumbered by Tenant.

26. **Qualification in Georgia.** Tenant represents and warrants to Landlord that it has qualified with the Secretary of State of the State of Georgia to do business in the State of Georgia, and that it has obtained all of the necessary certificates, approvals, authorizations, or otherwise to allow it to operate its business identified above.

27. **Notices.** All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord:

Eisenhower Parkway Property LLC
PO Box 266 Lizella GA
31052

With copy to:

169 New st
Macon Ga
31201

If to Tenant:

Mahadev121211c
Laxmnabhai m patel
owner

DS
RP

DS
LMS

With copy to:

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

28. **Broker.** Each Party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant will indemnify and defend Landlord from the claim of any broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction.

29. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term.

30. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

(b) **Non-waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option, or election, or the acceptance by Landlord of the Fixed Annual Rent or Additional Rent from Tenant after any default by Tenant, in any one or more instances, will not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options, or elections, and they will continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the Parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Georgia without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions.** The captions of the paragraphs in this Lease are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(i) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord will be considered exclusive of any other right or remedy, but will be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to Landlord under this Lease will not impose any obligation on Landlord to exercise the right, remedy, option, or election.

(j) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether

on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(k) **Inspection. Length of Time of Tenant's Default.** Nothing in this Lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(l) **No Offer.** The submission of the Lease to Tenant will not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(m) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord will be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(n) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.

(o) **References.** In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(p) **Binding Effect.** This Lease is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

(q) **Landlord Defined.** The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord will be released and discharged from the provisions of this Lease accruing after the sale or transfer, but such provisions will be binding upon each new owner of the Premises while such party is an owner.

(r) **Time of the Essence.** Time is of the essence of this Lease.

(s) **No Recordation.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on

behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.

(t) **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to the termination thereof or subsequent to termination thereof if Tenant abandons the Premises.

(u) **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereinafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

(v) **No Estate in Land.** This Lease shall create the relationship of a Landlord/Tenant between the Parties hereto; no estate shall pass from Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant, except by Landlord's consent. Tenant also waives all homestead rights and exemptions that he/she/it may have under any law as against any obligation owing under the Lease.

(w) **Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the Parties, Tenant shall be 'at will' at the rental rate which is in effect at the end of the Lease; and there shall be no renewal of this Lease under law. If Tenant remains in possession of the Premises after expiration of the term hereof without the Landlord's acquiescence, then, Tenant shall be 'at sufferance', and commencing on the day following the date of such expiration, the monthly rent payable under this form of agreement shall, for each month or part thereof during which Tenant so remains in possession be 115% of the monthly rental was in effect at the end of the Lease.

(x) **Attorneys' Fees.** If any rent or other sum owing or otherwise payable under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees.

(y) **Returned Checks.** Tenant shall be charged the sum of Twenty Five Dollars (\$25.00) for any check returned to Landlord by Tenant's bank for non-payment of funds or any other reason whatsoever. Landlord may thereafter, at its sole option, insist upon payment of any sums due hereunder (including without limitation the Base Rent) by cashier's check, money order, or certified funds only.

(z) **Extra Services.** If, at the request of Tenant, Landlord chooses, in its sole discretion, to provide Tenant with services in excess of those specified, such extra services shall be furnished to Tenant, at Tenant's cost and expense, at such reasonable charges as may be determined by Landlord, but in no event at a charge less than Landlord's actual cost of administrative services, labor, equipment, and utilities incurred in connection with such extra services.

DS
RP

DS
LJS

(aa) **Security.** Landlord shall not be liable to Tenant or any other person or entity for any theft, disappearance or loss of any property from the Premises, nor for the acts of other tenants or any other person in the Premises or other building.

(bb) **Temporary Closure of Common Areas.** Landlord may close temporarily any part of the parking facilities or other portion of the common areas for such periods of time as may be necessary for: (a) temporary use as a work area in connection with the construction of any building(s) or other improvement(s) in or which are to be a part of the Premises, (b) repairs or alterations in or to the common areas or to any sewers, utility facilities or distribution lines located within the common areas, (c) preventing the public from obtaining prescriptive rights in or to the common areas, (d) security reasons, or (e) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment the Landlord shall determine to be appropriate for the Premises; provided, however, that Landlord shall use reasonable efforts not to interfere unreasonably with Tenant's business.

(cc) **Rules and Regulations.** Tenant shall abide by the rules and regulations in regard to the Premises, annexed hereto as Exhibit "B" and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of the Premises. Exhibit "B" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees and invitees.

(dd) **Covenants and Restrictions.** Tenant shall abide by all covenants and restrictions of record in the property records of the Superior Court of Jones County, Georgia in regard to the Premises, annexed hereto as Exhibit "C" and all reasonable covenants and restrictions which Landlord may hereafter, from time to time adopt and promulgate for the purpose of maintaining and maintain the Premises. Upon Landlord's request, Tenant shall execute and sign any such acknowledgment as to complying with any covenant and restriction in effect or subsequently adopted. Exhibit "C" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees, and invitees.

(ee) **Personal Guaranty.** Tenant acknowledges that this Lease is guarantied by Laxmanbhai Manilal Patel who shall be liable for all costs and expenses associated with this Lease, including, but not limited to, the Fixed Annual Rent, Additional Rent, and such other sums as set forth in this Lease. The Guaranty described herein is attached hereto as Exhibit "D", and incorporated herein by this express reference.

(ff) **Additional Security.** Tenant acknowledges and agrees that this Lease is further secured by the inventory and assets set forth in Exhibit "E". Tenant agrees to execute such further and other documents to memorialize and evidence such additional security interests, including, but not limited to, the security agreement. Tenant further authorizes the Landlord to execute and file

on behalf of itself and the Tenant, such Uniform Commercial Code Financing Statements as it deems sufficient to perfect such security interest. Such Security Agreement and UCC Financing Statements shall be incorporated and made a part this Lease, and may be attached as a part of Exhibit "E". The failure to attach the Security Agreement and UCC Financing Statement to this Lease shall not affect the validity of the Tenant's grant of the additional security granted hereby.

The undersigned have executed this Lease as of the date first above written:

Landlord: DocuSigned by:
By: Raxit Patel
Print Name: Raxit Patel
Title: Owner
Date: 4/6/2023

Tenant: DocuSigned by:
By: L. M. Patel
Print Name: Laxmanbhai Manilal Patel
Title: Owner
Date: 4/6/2023

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Rules and Regulations

EXHIBIT "C"

Covenants and Restrictions

EXHIBIT "D"

Guaranty

EXHIBIT "E"

**Security Agreement
(Inventory / Asset)**

THE UNITED STATES OF AMERICA



No. 36478062

CERTIFICATE OF

NATURALIZATION

*Personal description of holder
as of date of naturalization:*

Date of birth: [REDACTED]

Sex: MALE

Height: 5 feet 3 inches

Marital status: MARRIED

Country of former nationality:
INDIA

USCIS Registration No. A099591413

*I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.*

Conf. 81

(Complete and true signature of holder)

*Be it known that, pursuant to an application filed with the Secretary of
Homeland Security*

at: BALTIMORE, MARYLAND

The Secretary having found that:

LAXMANBHAI MANILAL PATEL

residing at: [REDACTED]

*having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by*

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: BALTIMORE, MARYLAND

on: APRIL 03, 2014

such person is admitted as a citizen of the United States of America.

Lori Scialabba, Acting Director

U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT
IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

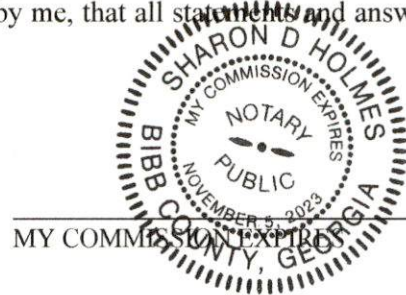
Agent's Signature: L.M. Patel Date: 12/27/22

Business Name Tetaco Food mart

I hereby certify that Laxmanbhai Patel (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 3rd day of Jan, 2023

Sharon Holmes
NOTARY PUBLIC



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: L.M. Patel Date: 12/27/22
(If different from Agent)

Title: owner

Business Name: Tetaco Food mart

I hereby certify that Laxmanbhai Patel (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 3rd day of Jan, 2023

Sharon Holmes
NOTARY PUBLIC



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: TEXACO Food mart**Business Address:** 1212 Eisenhower Pkwy MACON GA 31206**Instructions:**

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

L.M. Patel
Applicant/Agent Signature

12/27/22
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

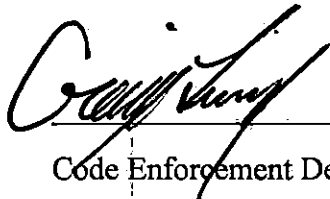
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: TEXACO Food Mart

Business Address: 1212 Eisenhower Pkwy Macon GA 31206

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

4/3/23

Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

L.M. Patel

Applicant/Agent Signature

12/27/22

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

<u>LAXMANBHAI Patel</u>	<u>12/27/22</u>	<u>L.M. Patel</u> Signature
Print Name	Date	



Alcohol License Questionnaire

Name of Business: TEXACO Food mart - MAHADEV 121211C
 Owner's Name: LAXMANBHAI Patel
 Address: 1212 Eisenhower Pkwy
MAcon GA 31206

1. Do you own or are you leasing your business location? Own ☐ Lease ☒

2. If you purchased the building, what was the final sale price as reflected in public records? \$

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes ☐ No ☒

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes ☐ No ☒

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes ☐ No ☒

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? Yes ☐ No ☒

LAXMANBHAI M. Patel

Sharon Holmes

Printed Name of person completing form

2/9/23

Date



L.M. Patel

Signature of person completing form

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: TRUCCO Food mart

Business Address: 1212 Eisenhower Pkwy MAcon GA 31206

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

L.M. Patel
Applicant/Agent Signature

12/27/22
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.

Name	Date of Birth	GBPDSA Private Security License #

2.

Name	Date of Birth	GBPDSA Private Security License #

3.

Name	Date of Birth	GBPDSA Private Security License #

4.

Name	Date of Birth	GBPDSA Private Security License #

5.

Name	Date of Birth	GBPDSA Private Security License #

6.

Name	Date of Birth	GBPDSA Private Security License #

7.

Name	Date of Birth	GBPDSA Private Security License #

8.

Name	Date of Birth	GBPDSA Private Security License #

9.

Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: LAMAMBHAI Patel (owner)
2. Name of the subject of this Certificate, if different from the applicant:
TETACO Food Mart
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

— N/A —

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

LAMAMBHAI Patel L.M. Patel
Print and Sign Name

Sworn to and subscribed before me this
3rd day of Jan

Sharon D. Holmes

Notary Public

My commission expires:



Macon-Bibb County Certificate of Good Standing

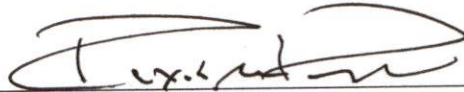
1. Name and Title of the applicant: Raxit Patel
2. Name of the subject of this Certificate, if different from the applicant:
Telaco Food Mart
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

— N/A —

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.



Print and Sign Name

Sworn to and subscribed before me this
8th day of March, 2023.



Notary Public

My commission expires: 11/5/23





Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Laxmanbhai Patel fingerprint results 07/31/23

Business Name: Mahadev 1212 LLC dba Texaco Food Mart

Business Address: 1212 Eisenhower Parkway, Macon, GA 31206

After investigation, I recommend that the license requested herein be:		
DocuSigned by: Granted	 Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	8/7/2023 _____ Date
Denied	_____ Sheriff, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/10/23 (Date) ^{DS}
FH (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A TRAUMA COURSE GRANT FROM THE GEORGIA EMERGENCY MEDICAL SERVICES ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$5,850.00, WITH NO LOCAL MATCH REQUIRED, AWARDED TO THE MACON-BIBB COUNTY FIRE DEPARTMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department has applied for and been granted Trauma Course Grant funding from the Georgia Emergency Medical Services Association (“GEMSA”), in the amount not to exceed \$5,850.00.00, with no local match required; and

WHEREAS, GEMSA has partnered with the Georgia Trauma Commission to facilitate the distribution of funds earmarked for the coordination and delivery of approved trauma courses for emergency services personnel; and

WHEREAS, the Fire Department will utilize the grant funding to hold a Pre-Hospital Trauma Life Support training course, to compensate the instructor of such course, and to purchase textbooks and equipment for the training; and

WHEREAS, the grant funding will be paid to the County on a reimbursement basis in accordance with the terms of the grant agreement and supporting documentation attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to accept this grant award; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is hereby authorized to accept a Trauma Course Grant from the Georgia Emergency Medical Services Association, in an amount not to exceed FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$5,850.00), with no local match required, to provide funding for a Pre-Hospital Trauma Life Support training course, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Accepting Georgia EMS Association Trauma Course Grant - \$5,850.00.Docx

EXHIBIT A



386 River Point Drive
McDonough, GA 30252

(229) 402-2240
www.georgiaemsassociation.com

7.19.2023

Your Grant Application for funding of a Trauma Course has been approved.

You are required to complete this contract (Initial and/ or Sign all **Blue Highlighted areas**) By doing so – the Lead Instructor understands they will fully comply with each instruction. Return to GEMSA at grant@georgiaemsassociation.com by **8.15.2023** to confirm the acceptance of this Grant.

The information below is duplicated from your on line application.

To: Lead Instructor Name - Shane Edwards

Contact phone number 478-751-9180

Mailing Address 1191 First St Macon GA 31201

Email Address of Lead Instructor fharper@maconbibb.us

Type Course: Pre-Hospital Trauma Life Support

Location of Course: Macon Bibb County Fire Training Academy 5520 Tinker Dr. Macon, GA 31216

EMS Region of Course to be taught: Region 5

County :

Date(s) of Class February 2024

From: Kim Littleton, GEMSA Executive Director & Cathy M. White, GEMSA Program Coordinator

Re: Grant Funding for Trauma Courses (**PHTLS – EPC – ITLS – GEMS- AMLS**)

Good Day!!

The Georgia EMS Association has partnered with the Georgia Trauma Commission to facilitate the distribution of funds earmarked for the coordination and delivery of approved Trauma Courses for Emergency Services personnel.



The document should be completed and then printed for your signature. You may return the document by scanning or taking a picture of the document and return it via email to grant@georgiaemsassociation.com

NAEMT or ITLS Course Registration #: _____

Your course must be fully completed by **5.1.2024**

(this includes all necessary paperwork submitted to GEMSA). There are NO exceptions to this deadline.

Your Expenses cannot exceed the following

- *Lead Instructor: \$350.00 (GEMS) or \$700.00 (PHTLS, ITLS, AMLS or EPC)
There can be only 1 Lead Instructor per Grant
- Assisting Instructor: **\$25.00 per hour maximum (14 hours MAX)**
- Book Allowance – **Receipt must be provided with roster**
 - The Trauma Commission funds may be used to purchase textbooks for each individual student, **OR**, to purchase a library of textbooks for the host facility. If the textbooks are purchased for the host facility, the facility is responsible for ensuring students receive and return books prior to and after the course. No more than 24 “library” textbooks will be purchased for any given facility.
 - **If the Lead Instructor desires GEMSA to provide the textbooks for the course, arrangements should be made well in advance to place the order for drop shipping of the books from the publisher.**
 - **A letter on Department Letter head stating: We would like to order 24 “type of books” to be “librarid” within our department for future classes. To be shipped to (YOUR Mailing Address.**
- The facility must also agree to provide a letter on their business letter head to use the texts for the delivery of additional classes, even if not funded through the Trauma Commission grant.
- Role Players: \$15:00 per hour maximum MAX 8 hours
- Postage – ***Detailed Receipt*** must be provided with roster
- Printing - ***Detailed Receipt*** must be provided with roster
- NAEMT or ITLS – Receipt must be provided with roster
- ***NO OTHER EXPENSES WILL BE REIMBURSED WITHOUT PRIOR APPROVAL OF THE EXPENDITURE.***

_____ The entire course cost cannot exceed **\$5,850.00*******

_____ Lead Instructors must agree to follow all program coordination requirements. Courses must be approved and registered through NAEMT PHTLS/EPC/GEMS/AMLS or ITLS (*Course coordinators work with their local Chapter or Training Centre to schedule and register an ITLS course. If the Chapter or Training Centre uses CMS, the course request is submitted through CMS and approval is granted by the Chapter or Training Centre*) as required, student/instructor ratios must be maintained, and all quality assurance mechanisms required to be in place must be met and the course must be listed as an **OPEN** course.

_____ Lead Instructors may seek additional financial support for the program through their community, employers, donations, etc. However, the coordinator agrees to ensure the student participates free of charge and is not required to pay for any portion of course expenses.

_____ The Trauma Commission funds **DO NOT** cover travel/lodging expenses for the students or instructors for this Grant. Instructors are paid at the described hourly fee per day.

_____ Trauma Commission funds are **NOT** to be used to cover expenses for food such as breakfast, lunch, snacks, or breaks.

Requirements for Reimbursement:

_____ The Lead Instructor also agrees to provide GEMSA with the required documentation for reimbursement *no later than* **20 consecutive days** of the conclusion of the course. Required documentation includes: **(if you exceed this 20 day time frame you will forfeit your Grant)**

_____ Provide an initial and ending Roster on the Official GAEMS Course Roster – **You must have a minimum of 12 students enrolled in the class to qualify for GAEMS Trauma Course Grant funding – if you do not have a minimum of 12 students on roster your Grant will be forfeited.**

_____ Official GEMSA roster, including ALL information on roster template for every student. **A copy of the Official Roster will be provided to the Lead Instructor. The only acceptable roster is the one provided by GEMSA.**

_____ Official NAEMT Invoice for PHTLS/EPC/GEMS/AMLS courses, or official ITLS Invoice for ITLS courses which indicates the amount owed/or paid and who should be reimbursed listed on the course Invoice form (*form provided by GEMSA*)

- 1) The completed Official GEMSA Trauma Course Invoice and Official GAEMS Roster. This list includes, but is not limited to,
 - a. Administrative (books purchases, printing, postage, etc.) Receipts
 - b. Names of all instructors and other staff, the number of hours assisting in the course, and the amount each participant is to be paid along with a completed & signed **W-9 (2018 revised form)** from every instructor.
 - c. Any other GEMSA Approved expenses directly related to the delivery of the course.
Receipts must be supplied to support expenses.

Any missing paperwork will cause a delay of ALL payment associated with the entire class. All rosters, invoices, receipts, instructor, or role player w9s and detailed course invoice (template supplied by GEMSA).

GEMSA will mail checks directly to the recipient (participating instructor and/or participating course assistant) according to the address listed on the individual W-9. If this address is incorrect and causes a need for a 'stop payment to be issues with GEMSA bank – this fee will be deducted from payment.

Trauma Course Lead Instructor:

_____ (Signature)

_____ (print name)

_____ (Date)

Returned this completed form (all blanks filled in, initials by each paragraph, signed

and dated) to
grant@georgiaemsassociation.com



INSTRUCTORS **FILL IN THIS INFORMATION**

(Type of Course and Date of Course and County
Taught in should be typed here)

2024 FY	Name	Address	Hours of Instruction Provided	Hourly Pay Rate	Payment Amount
Lead Instructor PHTLS, ITLS, AMLS, EPC (16 Hours Max)				\$43.75	\$0.00
OR					
Lead Instructor GEMS (10 Hours Max)				\$35.00	\$0.00
Instructors				\$25.00	\$0.00
				\$25.00	\$0.00
				\$25.00	\$0.00
				\$25.00	\$0.00
				\$25.00	\$0.00
				\$25.00	\$0.00
				\$25.00	\$0.00
Course Assistants				\$15.00	\$0.00
				\$15.00	\$0.00
				\$15.00	\$0.00
				\$15.00	\$0.00
Facility Fee: (no more than \$300 approved)	(name and address of who needs reimbursing - remember receipt)				\$0.00
Printing Costs:	(name and address of who needs reimbursing should be typed here - remember to include receipt in paperwork packet)				\$0.00
Manuals: Provide Invoice from Publisher	(name and address of who needs reimbursing should be typed here - remember to include receipt in paperwork packet)				
NAEMT Invoice - Provide Invoice	GEMSA must have invoice and will pay NAEMT				
Total Cost of Course					\$0.00

Reminder

MAXIMUM TOTAL BUDGET \$5,850.00

***Lead Instructor: \$350.00 (GEMS) or \$700.00 (PHTLS, ITLS or EPC) There can be only 1 Lead Instructor per Grant**

***Assisting Instructor: \$25.00 per hour maximum 14 hour maximum for all course except GEMS - 7 hours max**

***If 24 books purchased for Library Set for Service - a letter on Department Letterhead must accompany this invoice**

***a completed w9 must be presented for every payment being made from this invoice**

*** Role Players: \$15.00 per hour maximum 6 hours max**

*** Facility Fee cannot exceed \$300.00 TOTAL and must include receipt**

*** Printing & Books - Detailed Receipt must be provided with this invoice**

***NAEMT/ITLS Certification Cards - Invoice must be submitted with this invoice and instructions as to whether to pay company or individual**

***Roster must be submitted on official GAEMS Roster - NAEMT or ITLS roster will not be acceptable**

*** Any missing information from submitted packet with delay - EVERY Payment for this Grant**



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH UWCGHI, INC. (BROOKDALE RESOURCE CENTER) GRANTING EMERGENCY SOLUTIONS GRANT-CORONAVIRUS (“ESG-CV”) FUNDING, IN THE AMOUNT OF \$91,843.63, FOR THE PROVISION OF TEMPORARY EMERGENCY SHELTER SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant – Coronavirus (“ESG-CV”) program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant - Coronavirus applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, UWCGHI, Inc. (“Brookdale Resource Center”) has applied for ESG-CV funding, in the amount of \$91,843.63, from the Macon-Bibb County Economic and Community Development Department in order to provide temporary emergency shelter services within Macon-Bibb County; and

WHEREAS, Brookdale Resource Center plans to utilize ESG-CV funds to purchase food and cleaning supplies for the Center for use by the residents; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG-CV activity and has selected Brookdale Resource Center for award of these ESG-CV funds; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and UWCGHI, Inc. (Brookdale Resource Center) for the County to provide ESG-CV funding in the amount of NINETY-ONE THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS AND 63/100 CENTS (\$91,843.63), to provide temporary emergency shelter services to clients in response to the impacts of COVID-19, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Agreement With Brookdale Resource Center For ESG-CV Funds Temporary
Emergency Shelter Services \$91,843.63.Docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
UWCGHI, INC – BROOKDALE RESOURCE CENTER
Temporary Emergency Shelter
3600 Brookdale Avenue
Macon, Georgia 31204
Phone 478-832-3600
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT CORONAVIRUS PROJECTS

This Agreement (“Agreement”) is made and entered into by and between Macon-Bibb County, Georgia (“M-BCG”), a political subdivision of the State of Georgia, and **UWCGHI, INC. (Brookdale Resource Center)** (“Sub-grantee”). This Agreement shall be in effect on the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Emergency Solutions Grants Coronavirus (ESG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant Coronavirus (ESG-CV) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant Coronavirus (ESG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by the Emergency Solutions Grant Coronavirus Program applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship
 - Has been notified that right to occupy current housing will be terminated within 21 days

- Lives in a hotel or motel and the costs is not paid by charitable organizations for low income individuals
 - Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as “homeless” under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.
- (5) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II **PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing program for community development into a single program of Emergency Solutions Grant Coronavirus (herein after “ESG-CV”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG-CV program components:

- a) Street Outreach*
- b) Emergency Shelter*

- c) Homelessness Prevention*
- d) Rapid Re-housing*
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG-CV assistance can be provided to the following program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III

UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY20 (July 1, 2020 thru June 30, 2021) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Emergency Solutions Grant Coronavirus

Subrecipient Name:

UWCGHI, Inc. - Brookdale Resource Center

Agency UEI Information:

QJUTD3J1G1D3

Federal Award Identification Number:

E-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

September 1, 2022, thru September 30, 2023

Federal Funds Obligated:

\$91,843.63

Project Description:

Emergency Solutions Grant- Temporary Emergency Shelter

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

200 Cherry Street, Suite 100

Macon, GA 31217

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **NINETY-ONE THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS AND SIXTY-THREE CENT (\$91,843.63)** (hereinafter the "Grant") to implement the following project (s): “**The Brookdale Resource Center Temporary Emergency Shelter - Emergency Solutions Grant-CV’ program.** To provide temporary emergency shelter services to clients to prevent, prepare for, and in response to the impacts of COVID-19 and are in need of shelter. This program will provide clients with access to meals and a clean center through the continued cleaning of the facility and the equipment needed to address COVID needs of clients. Said project(s) are more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Brookdale Resource Center
Attention: Alison Bender, Executive Director
3600 Brookdale Avenue
Macon, Georgia 31204
Phone: 478-292-5123

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants Coronavirus (ESG-CV)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding, and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such

statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c). Ineffective or improper use of funds provided under this Agreement; or

(d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG-CV eligible project, the Sub-grantee shall be in default. In the

event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken;
- (b). Records demonstrating that each activity undertaken meets the components of the ESG-CV program;
- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the ESG-CV program;
- (e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f). Other records necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this

contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with the current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

- (a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.
 - (b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
 - (c). Timesheets shall be submitted as backup documentation for salary reimbursement.
 - (d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
 - (e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
2. Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
 3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
 4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received

under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

- (a). Transferred to the M-BCG for the ESG-CV program, or
- (b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

- (a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b). No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-CV-assisted activity, or with respect to the proceeds from the ESG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and

proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

DRAFT

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

Janice S. Ross, Macon-Bibb County
Clerk of Commission

Lester M. Miller, Mayor

Date

ATTEST: ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST: Brookdale Resource Center (Macon-Bibb)

Witness

Alison Bender, Executive Director

Date

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant Coronavirus (ESG-CV) **BROOKDALE RESOURCE CENTER TEMPORARY EMERGENCY SHELTER** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. Such program will include the following activities eligible under the Emergency Solutions Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

Since January 5, 2021, the Brookdale Resource Center Temporary Emergency Shelter provides those who need a place to stay in a safe location out of the elements. Meals are provided with community volunteers serving at each mealtime. A unique facility in Macon-Bibb County because it is the only location of its kind where the residents can stay 24 hours a day without having to leave and come back. Since this was opened during the height of the COVID-19 pandemic, the center adheres to CDC guidelines for congregate shelters. COVID-19 testing, and vaccines are provided on a regular basis.

DESCRIPTION OF ACTIVITY

Program Delivery

The Brookdale Resource Center is a place for people to need and want help to find a safe place to get back on their feet, stay safe, and protect themselves from COVID-19. This project has two focuses that will help the Center provide meals and a clean environment for the prevention of COVID-19 for anyone who is temporarily residing at the center to support the mission of Brookdale.

Shower and Laundry Facility – Recently, Brookdale had a construction project to provide shower and laundry facilities for residents. However, with these facilities, the center needs to ensure a thorough cleaning to continue to prevent and respond to the spread of COVID-19. The laundry facility will keep the residents clothing and linens clean which will increase the level of hygiene at the facility which will continue to reduce the risk of COVID-19.

Kitchen Equipment – As stated earlier our facility was previously an elementary school. With that, we have the proper space and equipment connections for a full commercial kitchen. To feed our residents, we have a contract with a food supplier. Second, we would reduce the number of people coming into our facility who we have to provide contact tracing for should we have a COVID-19 case in the center.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)
Brookdale Resource Center Temporary Emergency Shelter will utilize Client Track HMIS system to record all data and participate in all CE activities.

IMPLEMENTATION PLANS

From the beginning of Brookdale operations, the center is responsible for staffing the center and providing the supplies and guidance necessary for its inception. Day to day operations are run by an onsite Director who manages a staff of 14 people whose jobs range from case management to janitorial services. The United Way of Central Georgia has been more involved in the operations of Brookdale as they will be assuming management of the program.

The onsite staff have the experience to match their positions at Brookdale. The director has over a decade of staff management experience here in Macon. The case worker has done case management with several local agencies and understands the social support system in Macon. A nutrition coordinator was recently hired to build our food service program. Brookdale also works with other agencies in our community, tapping into the talents of our partners so that everyone can be successful.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Alison Bender, Interim Shelter Director, will be involved in the administration of the ESG-CV grant as the Shelter Manager and will be responsible for identifying clients that are being housed to prevent exposure to COVID-19 and working with them to ensure they return to stability, i.e., case plans, referrals, etc. There will be shelter monitors involved who will oversee the intake and well-being of the clients while in the shelter. No ESG funds will be used to pay for salaries.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet the Emergency Solutions Grant program component for Emergency Shelter.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome (Annual)
1. Proposed Total Number of Head of Households Served	69	Sept. 1, 2022, thru Sept. 30, 2023	825 -Heads of Households Served
2. Case Management- Connect homeless, at-risk individuals and families with resources or provide tools	109	Sept. 1, 2022, through September 30, 2023	1311 - of clients will be served to reduce the number of people who were homeless.

SUB-GRANTEE is also responsible for submitting to M-BCG: monthly progress reports, time sheets, Participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be

initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on Sept. 1, 2022, and end on Sept. 30, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of ESG-CV funds or other ESG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Shelter Needs:	
Food	\$ 65,077.28
Paper Goods and Disposables	\$ 20,745.79
Cleaning Supplies (Chemical/Janitorial)	\$ 5,666.57
Supplies and Equipment(serving utensils, mopheads, etc.)	\$ 353.99
TOTAL	\$ 91,843.63

Any amendments to the budget must be in writing and approved by both the M-BCG and the sub-grantee. Any changes to the contract will be communicated in writing by the grantee to the sub-grantee after approval and prior to implementation.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$91,843.63**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by

the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

DRAFT

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions.
- b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
- c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
- d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
- h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG-CV funds are used as petty cash.
- i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG-CV funds.

k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF UP TO \$300,000.00 FROM GENERAL FUND – FUND BALANCE TO TRANSFERS TO CAPITAL IMPROVEMENTS FUND FOR THE PURPOSE OF FUNDING THE PURCHASE AND INSTALLATION OF A NEW ROOF FOR MACON CITY HALL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-23-0036 adopt the FY 2024 Budget, said ordinance having become effective on July 1, 2023; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of up to \$300,000.00 from General Fund – Fund Balance, to transfers to Capital Improvements Fund, as shown in Exhibit A attached hereto and incorporated herein by reference, for the purpose of funding the purchase and installation of a new roof for Macon City Hall.

Section 2.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 3.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 4.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 5.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page.]

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

\\\\tc-storage.maconbibb.us\\countyattstorage\\ORD MACON-BIBB\\2023 Miller Appropriating Up To \$300,000 to CIP For New Roof for City Hall
8-10-23.docx

EXHIBIT A



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE FORTY-SECOND AMENDMENT TO THE 2018 SPLOST PROJECT TIMELINE AND BUDGET AS PRESENTED BY THE SPLOST PROJECT MANAGER; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To amend the SPLOST Project Timeline as provided herein.*

WHEREAS, on or about April 18, 2017, the Macon-Bibb County Commission approved Resolution No. R-17-0066, establishing the 2018 SPLOST Project Timeline and Budget; and

WHEREAS, since such time, the Macon-Bibb County Commission has amended such timeline forty-one times, with the most recent amendment being adopted by Resolution R-23-0118 on June 6, 2023; and

WHEREAS, a copy of the most recent amended SPLOST Project Timeline and Budget is attached hereto at Exhibit A and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to adopt the forty-second amendment to the 2018 SPLOST Project Timeline and Budget for purposes of including the following adjustments:

1. Move \$2,545,734 from 2025 Courthouse Addition - Courthouse line item, into the 2023 Courthouse Addition - Courthouse line item for the purpose of funding the purchase of furniture, fixtures, and equipment for the new courtrooms; developing the law library space; improving audio/visual systems in multiple courtrooms; and paving for courthouse parking areas.

WHEREAS, the SPLOST Project Manager has prepared the forty-second amendment to the 2018 SPLOST Project Timeline and Budget which is attached hereto as Exhibit B and incorporated herein by reference (the “SPLOST Project Timeline”); and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, as follows:

1. The Commission hereby adopts and approves the forty-second amendment to the SPLOST Project Timeline, in substantially the same form as Exhibit B attached hereto and incorporated herein by reference.

2. The SPLOST Project Timeline shall serve as a guideline for the timing and expenditure of 2018 SPLOST Revenues.

For purposes of this Resolution, 2018 SPLOST Revenues shall mean and refer to the revenues from the one cent Special Purpose Local Option Sales and Use Tax which was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016, on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.

3. The purpose of the SPLOST Project Timeline is to provide for and ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues.

4. An Ordinance appropriating funds for each SPLOST capital outlay project shall still be required to be approved by the Macon-Bibb County Commission pursuant to the appropriation process as set forth in Section 14 of the Charter of Macon-Bibb County.

5. If the timing of a SPLOST project is to be advanced in the timeline or if the estimated budgeted amount for a SPLOST project is amended, then another SPLOST Project or combination of SPLOST Projects must be delayed from their schedule time, along with including any necessary budget adjustments to remaining SPLOST projects, so as to ensure that the annual expenditures related to SPLOST projects will never exceed the cumulative amount of available 2018 SPLOST Revenues.

6. If an Ordinance is submitted for approval of a SPLOST capital outlay project which requires amending the SPLOST Project Timeline, then such necessary amendment(s) shall be made to the SPLOST Project Timeline in conjunction with the SPLOST Project Manager and included as part of said Ordinance.

7. The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

8. In the event scrivener's errors shall be discovered in this Resolution or in the Exhibit(s) hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

9. The Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

10. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

11. In the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

12. This resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2023 Miller Adopting Forty-Second Amendment To SPLOST Timeline 8-10-23.Docx

EXHIBIT A

CURRENT SPLOST TIMELINE

2018 SPLOST

Amendment 41

PROJECT TIMELINE (MILLION DOLLARS)

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
WALKER ROAD LANDFILL												
CLOSURE	\$1,800,000				\$5,656,359	\$7,694,937	\$3,000,000					\$18,151,296
PURCHASE	\$1,084,258											\$1,084,258
TRANSFER												\$0
TOTAL	\$2,884,258	\$0			\$5,656,359	\$7,694,937			\$0			
CUMULATIVE	\$2,884,258	\$2,884,258	\$2,884,258	\$2,884,258	\$8,540,617	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	
COURTHOUSE ADDITION												
COURTHOUSE	\$736,593				\$2,885,652	\$4,000,000			\$12,049,678	\$10,879,770		\$30,551,693
PARKING DECK		\$408,594	\$15,000		\$450,000				\$3,032,074	\$3,847,074		\$7,752,742
COURTROOM												
JUVENILE JUSTICE		\$144,213										\$144,213
TOTAL	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$0	\$0	\$15,081,752	\$14,726,844	\$0	
CUMULATIVE	\$736,593	\$1,289,400	\$1,304,400	\$1,304,400	\$4,640,052	\$8,640,052	\$8,640,052	\$8,640,052	\$23,721,804	\$38,448,648	\$38,448,648	
ECONOMIC DEVELOPMENT												
INDUSTRIAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$7,500,000			\$2,500,000	\$2,500,000	\$25,000,000
OTHER (PARKING)						\$3,847,468						\$3,847,468
TOTAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	
CUMULATIVE		\$2,500,000	\$5,000,000	\$7,500,000	\$10,000,000	\$16,347,468	\$23,847,468	\$23,847,468	\$23,847,468	\$26,347,468	\$28,847,468	
BLIGHT REMEDIATION												
Blight Bond #2	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844						\$11,541,517
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	
CUMULATIVE	\$750,000	\$1,331,251	\$2,465,725	\$3,600,199	\$4,919,673	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	
DEBT RETIREMENT												
2013 A (2017refunding issue)		\$718,007										\$718,007
2013 B MBCUDA		\$146,551	\$1,700,000									\$1,846,551
2015 A MBCUDA		\$906,920	\$900,000	\$100,000	\$300,000							\$2,206,920
2015B MBCUDA		\$422,076	\$1,000,000	\$1,000,000	\$500,000							\$2,922,076
2015 MBCIDA		\$556,768	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000				\$2,956,768
GMA LEASE		\$2,849,678										\$2,849,678
TOTAL		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000				
CUMULATIVE		\$5,600,000	\$9,600,000	\$11,100,000	\$12,300,000	\$12,700,000	\$13,100,000	\$13,500,000	\$13,500,000	\$13,500,000	\$13,500,000	

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PUBLIC SAFETY												
FIRE STATION					\$2,886,158							\$2,886,158
FIRE UPGRADE		\$220,215	\$480,710	\$480,710	\$480,710		\$480,710	\$480,710		\$240,355		\$2,864,120
LADDER TRUCK		\$1,221,915			\$962,054							\$2,183,969
IT UPGRADE			\$961,420		\$962,054		\$1,792,054		\$132,054	\$480,710		\$4,328,292
SHERIFF VEHICLES	\$275,110	\$240,355	\$240,355	\$240,355	\$240,355	\$240,355	\$480,710	\$962,054	\$240,355			\$3,160,004
SHERIFF BUILDINGS	\$591,310	\$95,000		\$1,500,000	\$2,407,227							\$4,593,537
TOWERS	\$961,420		\$1,924,066									\$2,885,486
PUBLIC SAFETY OTHER				\$100,000			\$562,054			\$480,710		\$1,142,764
TOTAL	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775		
CUMULATIVE	\$1,827,840	\$3,605,325	\$7,211,876	\$9,532,941	\$17,471,499	\$17,711,854	\$21,027,382	\$22,470,146	\$22,842,555	\$24,044,330	\$24,044,330	
ROADS AND BRIDGES												
LMIG	\$630,000	\$939,766	\$632,131	\$647,825	\$826,821	\$846,050	\$865,278	\$884,506	\$907,100	\$922,963	\$85,706	\$8,188,146
BASS	\$121,065	\$721,065		\$1,371,570		\$551,270		\$1,771,410	\$972,385			\$5,508,765
SARDIS CHURCH/SGODA RD		\$5,001										\$5,001
FOREST HILL	\$694,537	\$564,923				\$3,741,000						\$5,000,460
SEVENTH STREET	\$370,000											\$370,000
ELECTRIC BUS	\$1,076,000	\$140,000		\$2,631,212								\$3,847,212
CENTRAL CITY COMMONS			\$1,068,372									\$1,068,372
OTHER												\$0
Jeffersonville	\$140,000	\$529,150	\$324,000	\$1,386,523	\$1,736,303							\$4,115,976
Ocmulgee Trail	\$400,000											\$400,000
Second Street	\$2,200,000											\$2,200,000
sidewalks Log Cabin		\$288,000										\$288,000
Sidewalks Pinehill		\$100,000			\$150,000							\$250,000
MGSU		\$206,000	\$2,500,000									\$2,706,000
Navicent		\$250,000										\$250,000
Hollingsworth Rd Sidewalks					\$288,000							
Allen Rd Signal		\$29,150										\$29,150
Tucker Rd Bridge		\$300,000										\$300,000
Jeffersonville Road Sidewalks					\$1,070,809							
Old Clinton Road Sidewalk					\$200,000							
TOTAL	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$4,271,933	\$5,138,320	\$865,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	
CUMULATIVE	\$5,631,602	\$9,704,657	\$14,229,160	\$20,266,290	\$24,538,223	\$29,676,543	\$30,541,821	\$33,197,737	\$35,077,222	\$36,000,185	\$36,085,891	
Stormwater Management												
VARIOUS	\$2,884,280	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$961,400	\$961,400	\$961,400	\$19,228,360
EMERGENCY	\$480,710	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696		\$4,815,974
TOTAL	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	
CUMULATIVE	\$3,364,990	\$5,769,526	\$8,174,062	\$10,578,598	\$12,983,134	\$15,387,670	\$17,792,206	\$20,196,742	\$21,639,838	\$23,082,934	\$24,044,334	
CULTURAL AND PUBLIC												

GRAND OPERA	\$1,922,840	\$1,057,012								\$1,790,240		\$4,770,092
HEALTH DEPT/MENTAL HEALTH		\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$8,652,780
SHURLING LIBRARY						\$961,420						\$961,420
COLISEUM	\$590,000	\$371,420	\$961,420	\$961,420	\$1,922,840							\$4,807,100
AUDITORIUM		\$450,000	\$1,032,000	\$547,050	\$3,369,278	\$6,013,203						\$11,411,531
TUBMAN			\$482,500									\$482,500
ROSE HILL						\$480,988						\$480,988
SMART/LAKE PARK	\$100,000	\$861,420										\$961,420
OTHER(LW, DOUGLASS)	\$2,884,260	\$136,300										\$3,020,560
TOTAL	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278	
CUMULATIVE	\$5,497,100	\$9,238,530	\$12,579,728	\$14,953,476	\$21,110,872	\$29,431,761	\$30,297,039	\$31,162,317	\$32,027,595	\$34,683,113	\$35,548,391	

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
PARKS AND RECREATION													
CLIFFVIEW LAKE						\$1,922,839							\$1,922,839
LAKE TOBOSOFKEE		\$961,420	\$2,002,840	\$300,000	\$400,000		\$662,130						\$4,326,390
SOUTH BIBB REC	\$1,884,568	\$5,806,792	\$150,000										\$7,841,360
JDS TENNIS			\$825,000					\$1,407,550					\$2,232,550
FRANK JOHNSON	\$48,250						\$2,355,325						\$2,403,575
FILMORE THOMAS				\$150,000			\$2,734,260						\$2,884,260
MEMORIAL							\$2,403,550						\$2,403,550
FREEDOM PARK	\$384,568	\$2,642,408	\$1,031,180										\$4,058,156
BLOOMFIELD/GILEAD	\$822,994			\$1,500,000		\$2,330,402							\$4,653,396
EAST MACON REC	\$961,420	\$350,000	\$533,000	\$60,000		\$499,130							\$2,403,550
CENTRAL CITY PARK	\$1,249,846	\$1,442,130		\$930,000	\$512,130								\$4,134,106
BOWDEN	\$340,000	\$140,710											\$480,710
BOOKER T CENTER?		\$240,710				\$23,000	\$217,000						\$480,710
Mattie Hubbard					\$250,000	\$80,000							
OTHER(N MACON, SENIORS)	\$150,000	\$811,420		\$230,000		\$91,000							\$1,282,420
TOTAL	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0		
CUMULATIVE	\$5,841,646	\$18,237,236	\$22,779,256	\$25,949,256	\$27,111,386	\$32,057,757	\$40,430,022	\$41,837,572	\$41,837,572	\$41,837,572	\$41,837,572		

INTEREST	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
SUMMARY													
LANDFILL	\$764,446	\$2,884,258	\$0	\$0	\$0	\$5,656,359	\$7,694,937	\$0	\$0	\$0	\$0	\$0	\$16,235,554
COURTHOUSE	\$1,529,332	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$0	\$0	\$15,081,752	\$14,726,844	\$0	\$38,448,648
ECON DEV	\$152,532	\$0	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	\$28,847,468
BLIGHT	\$458,483	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	\$11,541,517
DEBT		\$0	\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$13,500,000
PUBLIC SAFETY	\$955,670	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	\$0	\$24,044,330
ROADS	\$1,338,109	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$4,271,933	\$5,138,320	\$865,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	\$36,085,891
STORMWATER	\$955,666	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	\$24,044,334
FACILITIES	\$1,414,601	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278	\$35,548,391

RECREATION	\$1,662,428	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0	\$41,837,572
SPLOST INTEREST			\$758,467	\$1,545,550	\$1,456,750	\$1,304,250	\$1,144,000	\$975,750	\$799,250	\$613,750	\$419,000	\$214,500	\$9,231,267
PRINCIPLE REDUCTION	\$9,231,267		\$2,875,000	\$2,930,000	\$3,075,000	\$3,230,000	\$3,390,000	\$3,530,000	\$3,705,000	\$3,890,000	\$4,085,000	\$4,290,000	\$35,000,000
TOTAL		\$26,534,029	\$37,259,621	\$30,543,832	\$25,972,703	\$40,480,288	\$50,648,720	\$28,228,635	\$13,680,294	\$24,145,770	\$27,954,196	\$8,916,884	\$314,364,972
BOND		\$40,826,045											
SALES TAX		\$0	\$24,305,269	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$17,500,000	\$281,805,269
NET		\$14,292,016	\$1,337,664	\$793,832	\$4,821,129	-\$5,659,159	-\$26,307,879	-\$24,536,514	-\$8,216,808	-\$2,362,578	-\$316,774	\$8,266,342	

EXHIBIT B

**PROPOSED SPLOST TIMELINE
AMENDMENT**

2018 SPLOST

Amendment 42

PROJECT TIMELINE (MILLION DOLLARS)

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
WALKER ROAD LANDFILL												
CLOSURE	\$1,800,000				\$5,656,359	\$7,694,937	\$3,000,000					\$18,151,296
PURCHASE	\$1,084,258											\$1,084,258
TRANSFER												\$0
TOTAL	\$2,884,258	\$0			\$5,656,359	\$7,694,937			\$0			
CUMULATIVE	\$2,884,258	\$2,884,258	\$2,884,258	\$2,884,258	\$8,540,617	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	
COURTHOUSE ADDITION												
COURTHOUSE	\$736,593				\$2,885,652	\$4,000,000	\$2,545,734		\$9,503,944	\$10,879,770		\$30,551,693
PARKING DECK		\$408,594	\$15,000		\$450,000				\$3,032,074	\$3,847,074		\$7,752,742
COURTROOM												
JUVENILE JUSTICE		\$144,213										\$144,213
TOTAL	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	
CUMULATIVE	\$736,593	\$1,289,400	\$1,304,400	\$1,304,400	\$4,640,052	\$8,640,052	\$11,185,786	\$11,185,786	\$23,721,804	\$38,448,648	\$38,448,648	
ECONOMIC DEVELOPMENT												
INDUSTRIAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$7,500,000			\$2,500,000	\$2,500,000	\$25,000,000
OTHER (PARKING)						\$3,847,468						\$3,847,468
TOTAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	
CUMULATIVE		\$2,500,000	\$5,000,000	\$7,500,000	\$10,000,000	\$16,347,468	\$23,847,468	\$23,847,468	\$23,847,468	\$26,347,468	\$28,847,468	
BLIGHT REMEDIATION												
Blight Bond #2	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844						\$11,541,517
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	
CUMULATIVE	\$750,000	\$1,331,251	\$2,465,725	\$3,600,199	\$4,919,673	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	
DEBT RETIREMENT												
2013 A (2017refunding issue)		\$718,007										\$718,007
2013 B MBCUDA		\$146,551	\$1,700,000									\$1,846,551
2015 A MBCUDA		\$906,920	\$900,000	\$100,000	\$300,000							\$2,206,920
2015B MBCUDA		\$422,076	\$1,000,000	\$1,000,000	\$500,000							\$2,922,076
2015 MBCIDA		\$556,768	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000				\$2,956,768
GMA LEASE		\$2,849,678										\$2,849,678
TOTAL		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000				
CUMULATIVE		\$5,600,000	\$9,600,000	\$11,100,000	\$12,300,000	\$12,700,000	\$13,100,000	\$13,500,000	\$13,500,000	\$13,500,000	\$13,500,000	

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PUBLIC SAFETY												
FIRE STATION					\$2,886,158							\$2,886,158
FIRE UPGRADE		\$220,215	\$480,710	\$480,710	\$480,710		\$480,710	\$480,710		\$240,355		\$2,864,120
LADDER TRUCK		\$1,221,915			\$962,054							\$2,183,969
IT UPGRADE			\$961,420		\$962,054		\$1,792,054		\$132,054	\$480,710		\$4,328,292
SHERIFF VEHICLES	\$275,110	\$240,355	\$240,355	\$240,355	\$240,355	\$240,355	\$480,710	\$962,054	\$240,355			\$3,160,004
SHERIFF BUILDINGS	\$591,310	\$95,000		\$1,500,000	\$2,407,227							\$4,593,537
TOWERS	\$961,420		\$1,924,066									\$2,885,486
PUBLIC SAFETY OTHER				\$100,000			\$562,054			\$480,710		\$1,142,764
TOTAL	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775		
CUMULATIVE	\$1,827,840	\$3,605,325	\$7,211,876	\$9,532,941	\$17,471,499	\$17,711,854	\$21,027,382	\$22,470,146	\$22,842,555	\$24,044,330	\$24,044,330	
ROADS AND BRIDGES												
LMIG	\$630,000	\$939,766	\$632,131	\$647,825	\$826,821	\$846,050	\$865,278	\$884,506	\$907,100	\$922,963	\$85,706	\$8,188,146
BASS	\$121,065	\$721,065		\$1,371,570		\$551,270		\$1,771,410	\$972,385			\$5,508,765
SARDIS CHURCH/SGODA RD		\$5,001										\$5,001
FOREST HILL	\$694,537	\$564,923				\$3,741,000						\$5,000,460
SEVENTH STREET	\$370,000											\$370,000
ELECTRIC BUS	\$1,076,000	\$140,000		\$2,631,212								\$3,847,212
CENTRAL CITY COMMONS			\$1,068,372									\$1,068,372
OTHER												\$0
Jeffersonville	\$140,000	\$529,150	\$324,000	\$1,386,523	\$1,736,303							\$4,115,976
Ocmulgee Trail	\$400,000											\$400,000
Second Street	\$2,200,000											\$2,200,000
sidewalks Log Cabin		\$288,000										\$288,000
Sidewalks Pinehill		\$100,000			\$150,000							\$250,000
MGSU		\$206,000	\$2,500,000									\$2,706,000
Navicent		\$250,000										\$250,000
Hollingsworth Rd Sidewalks					\$288,000							
Allen Rd Signal		\$29,150										\$29,150
Tucker Rd Bridge		\$300,000										\$300,000
Jeffersonville Road Sidewalks					\$1,070,809							
Old Clinton Road Sidewalk					\$200,000							
TOTAL	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$4,271,933	\$5,138,320	\$865,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	
CUMULATIVE	\$5,631,602	\$9,704,657	\$14,229,160	\$20,266,290	\$24,538,223	\$29,676,543	\$30,541,821	\$33,197,737	\$35,077,222	\$36,000,185	\$36,085,891	
Stormwater Management												
VARIOUS	\$2,884,280	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$961,400	\$961,400	\$961,400	\$19,228,360
EMERGENCY	\$480,710	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696		\$4,815,974
TOTAL	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	
CUMULATIVE	\$3,364,990	\$5,769,526	\$8,174,062	\$10,578,598	\$12,983,134	\$15,387,670	\$17,792,206	\$20,196,742	\$21,639,838	\$23,082,934	\$24,044,334	
CULTURAL AND PUBLIC												

GRAND OPERA	\$1,922,840	\$1,057,012								\$1,790,240		\$4,770,092
HEALTH DEPT/MENTAL HEALTH		\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$8,652,780
SHURLING LIBRARY						\$961,420						\$961,420
COLISEUM	\$590,000	\$371,420	\$961,420	\$961,420	\$1,922,840							\$4,807,100
AUDITORIUM		\$450,000	\$1,032,000	\$547,050	\$3,369,278	\$6,013,203						\$11,411,531
TUBMAN			\$482,500									\$482,500
ROSE HILL						\$480,988						\$480,988
SMART/LAKE PARK	\$100,000	\$861,420										\$961,420
OTHER(LW, DOUGLASS)	\$2,884,260	\$136,300										\$3,020,560
TOTAL	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278	
CUMULATIVE	\$5,497,100	\$9,238,530	\$12,579,728	\$14,953,476	\$21,110,872	\$29,431,761	\$30,297,039	\$31,162,317	\$32,027,595	\$34,683,113	\$35,548,391	

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
PARKS AND RECREATION													
CLIFFVIEW LAKE						\$1,922,839							\$1,922,839
LAKE TOBOSOFKEE		\$961,420	\$2,002,840	\$300,000	\$400,000		\$662,130						\$4,326,390
SOUTH BIBB REC	\$1,884,568	\$5,806,792	\$150,000										\$7,841,360
JDS TENNIS			\$825,000					\$1,407,550					\$2,232,550
FRANK JOHNSON	\$48,250						\$2,355,325						\$2,403,575
FILMORE THOMAS				\$150,000			\$2,734,260						\$2,884,260
MEMORIAL							\$2,403,550						\$2,403,550
FREEDOM PARK	\$384,568	\$2,642,408	\$1,031,180										\$4,058,156
BLOOMFIELD/GILEAD	\$822,994			\$1,500,000		\$2,330,402							\$4,653,396
EAST MACON REC	\$961,420	\$350,000	\$533,000	\$60,000		\$499,130							\$2,403,550
CENTRAL CITY PARK	\$1,249,846	\$1,442,130		\$930,000	\$512,130								\$4,134,106
BOWDEN	\$340,000	\$140,710											\$480,710
BOOKER T CENTER?		\$240,710				\$23,000	\$217,000						\$480,710
Mattie Hubbard					\$250,000	\$80,000							
OTHER(N MACON, SENIORS)	\$150,000	\$811,420		\$230,000		\$91,000							\$1,282,420
TOTAL	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0		
CUMULATIVE	\$5,841,646	\$18,237,236	\$22,779,256	\$25,949,256	\$27,111,386	\$32,057,757	\$40,430,022	\$41,837,572	\$41,837,572	\$41,837,572	\$41,837,572		

INTEREST	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
SUMMARY													
LANDFILL	\$764,446	\$2,884,258	\$0	\$0	\$0	\$5,656,359	\$7,694,937	\$0	\$0	\$0	\$0	\$0	\$16,235,554
COURTHOUSE	\$1,529,332	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	\$38,448,648
ECON DEV	\$152,532	\$0	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	\$28,847,468
BLIGHT	\$458,483	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	\$11,541,517
DEBT		\$0	\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$0	\$0	\$0	\$13,500,000
PUBLIC SAFETY	\$955,670	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	\$0	\$24,044,330
ROADS	\$1,338,109	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$4,271,933	\$5,138,320	\$865,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	\$36,085,891
STORMWATER	\$955,666	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	\$24,044,334
FACILITIES	\$1,414,601	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278	\$35,548,391

RECREATION	\$1,662,428	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0	\$41,837,572
SPLOST INTEREST			\$758,467	\$1,545,550	\$1,456,750	\$1,304,250	\$1,144,000	\$975,750	\$799,250	\$613,750	\$419,000	\$214,500	\$9,231,267
PRINCIPLE REDUCTION	\$9,231,267		\$2,875,000	\$2,930,000	\$3,075,000	\$3,230,000	\$3,390,000	\$3,530,000	\$3,705,000	\$3,890,000	\$4,085,000	\$4,290,000	\$35,000,000
TOTAL		\$26,534,029	\$37,259,621	\$30,543,832	\$25,972,703	\$40,480,288	\$50,648,720	\$30,774,369	\$13,680,294	\$21,600,036	\$27,954,196	\$8,916,884	\$314,364,972
BOND		\$40,826,045											
SALES TAX		\$0	\$24,305,269	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$17,500,000	\$281,805,269
NET		\$14,292,016	\$1,337,664	\$793,832	\$4,821,129	-\$5,659,159	-\$26,307,879	-\$27,082,248	-\$10,762,542	-\$2,362,578	-\$316,774	\$8,266,342	



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$2,545,734.00 FROM 2018 SPLOST PROCEEDS, 2023 COURTHOUSE ADDITION – COURTHOUSE LINE ITEM, TO BE ALLOCATED TO SPLOST PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “**2018 SPLOST Revenues**”); and

WHEREAS, the forty-second amendment to the 2018 SPLOST Project Timeline and Budget is being considered contemporaneously herewith, to ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues; and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to \$2,545,734.00 from the 2018 SPLOST revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

1. The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$2,545,734.00 from SPLOST Revenues in accordance with the SPLOST Project Timeline for funding of the following approved capital outlay projects, in the following amounts:

- A. Up to \$2,545,734.00 from the 2023 Courthouse Addition - Courthouse line item for the purpose of funding the purchase of furniture, fixtures, and equipment for the new courtrooms; developing the law library space; improving audio/visual systems in multiple courtrooms; and paving for courthouse parking areas.

2. The Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision; and further declares that this appropriation shall not become law unless and until the accompanying forty-second amendment to the SPLOST Project Timeline is also approved.

3. In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

4. The Mayor, SPLOST Project Coordinator, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

5. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

6. This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed

into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2023 Miller Appropriating \$2,545,734 In
SPLOST Funds For Courtroom Improvements 8-10-23.Docx*



LEGISLATIVE SPONSORS

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|---|---|
| <p>☒ MAYOR LESTER M. MILLER</p> <p>☐ COMMISSIONER VALERIE WYNN</p> <p>☐ COMMISSIONER ELAINE LUCAS</p> <p>☐ COMMISSIONER RAYMOND WILDER</p> <p>☐ COMMISSIONER VIRGIL WATKINS, JR.</p> | <p>☐ MAYOR PRO TEMPORE SETH CLARK</p> <p>☐ COMMISSIONER PAUL BRONSON</p> <p>☐ COMMISSIONER MALLORY C. JONES, III</p> <p>☐ COMMISSIONER BILL HOWELL</p> <p>☐ COMMISSIONER AL TILLMAN</p> |
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A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO MACON-BIBB COUNTY’S AGREEMENT WITH CHERRY STREET CAPITAL FUND II, LLC FOR THE CONSTRUCTION OF NEW SOLAR ROOFTOP PROJECTS AT MEMORIAL PARK; TO PROVIDE SOLAR POWER AT NO ADDED COST TO MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To amend the existing contract between Macon-Bibb County and Cherry Street Capital Fund II, LLC, to allow Cherry Street to build new solar rooftop project at Memorial Park; and to provide solar energy at no added cost to Macon-Bibb County terms.*

WHEREAS, the enactment of HB57, The Solar Power Free-Market Financing Act of 2015, signed into law, authorizes the private sales of electricity from onsite solar systems as a means of financing solar energy for Georgia businesses, institutions, schools and homes; and

WHEREAS, on July 29, 2016, Macon-Bibb County entered into Contract No. C-16-180 (the “Agreement”), with Cherry Street Capital, for the purpose of developing solar canopies at certain sites designated therein; and

WHEREAS, on October 11, 2018, Cherry Street Capital, LLC assigned its interest in Contract No. C-16-180 to its sister entity, Cherry Street Capital Fund II, LLC, d/b/a Cherry Street Energy; and

WHEREAS, on May 5, 2020, Macon-Bibb County passed a resolution authorizing the Mayor to execute a further amendment to Contract No. C-16-180, adding Cherry Street Asset Management Holdings, LLC as a Seller; authorizing the construction of new solar canopies at the Office of the Bibb County Tax Commissioner, located at 188 3rd Street, and the South Bibb Recreation Center, located at 7035 Houston Road; and making other enumerated changes to the Agreement; and

WHEREAS, on March 23, 2021, the contract was further amended by Contract No. C-16-0180(E) to authorize the design and construction of a solar array at the Macon-Bibb Animal Welfare Center, located at 4214 Fulton Mill Road; and

WHEARAS, on May 6, 2022, the contract was further amended by Contract No. C-16-0180(F), authorizing the design and construction of solar arrays at North Macon Park, the Rosa Jackson Recreation Center, the Frank Johnson Recreation Center, and the Delores Brooks Recreation Center; and

WHEREAS, in March 2023, Macon-Bibby County passed a resolution authorizing the Mayor to execute a further amendment to Contract No. C-16-180 adding new rooftop solar arrays at: (1) Macon-Bibb County Fire Station 7; (2) Macon-Bibb County Bloomfield Library; and (3) Macon-Bibb County Facilities Building; and

WHEREAS, the solar canopy at the Office of the Bibb County Tax Commissioner has been fully constructed, completed all testing, and was activated on or about November 23, 2021; and

WHEREAS, Contract No. C-16-180 is scheduled to expire on November 23, 2041, with an option to extend the contract once for an additional period of twenty years; and

WHEREAS, Cherry Street Energy has proposed the construction of new rooftop solar array at Memorial Park, located at 2465 2nd Street, Macon, GA 31206, with such proposal attached hereto at Exhibit A with said attached exhibit incorporated herein by reference; and

WHEREAS, completing the proposed new rooftop solar project would provide for reduced rates for solar-generated electricity;

WHEREAS, the proposed new rooftop solar projects would be built entirely without cost to Macon-Bibb County, and would be funded through Macon-Bibb County's purchase of solar energy from Cherry Street Energy, at a combined total rate that is less than the electricity costs currently incurred for operations at the four locations; and

WHEREAS, in order to add the Memorial Park rooftop solar project to the solar energy project list under Contract No. C-16-180, the Agreement must be amended to incorporate the new rooftop solar project; and

WHEREAS, it is the desire of the Macon-Bibb County Commission to pursue the project to provide solar energy at Memorial Park; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that that Mayor is authorized to execute an

amendment to Contract No. C-16-180, in a substantially similar format to the attached Exhibit A, incorporated herein by reference, with Cherry Street Capital Fund II, LLC, for the construction of a new rooftop solar array at Memorial Park, located at 2465 2nd Street, Macon, GA 31206.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____ 2023.

By: _____
LESTER MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

EXHIBIT A

**SEVENTH AMENDMENT TO MASTER SOLAR ENERGY
PROCUREMENT AGREEMENT
BETWEEN CHERRY STREET CAPITAL, LLC
AND
MACON-BIBB COUNTY, GEORGIA**

WHEREAS, Cherry Street Capital, LLC (“Seller”) and Macon-Bibb County, Georgia (“Purchaser”) entered into a Master Solar Energy Procurement Agreement as of the 29th day of July, 2016 (the “Agreement”) (Seller and Purchaser may be referred to hereinafter individually as a “Party” and collectively as the “Parties”); and

WHEREAS, the Agreement was amended pursuant to the Second Amendment to Master Solar Energy Procure Agreement executed on October 6, 2018; and

WHEREAS, the Agreement was assigned to Cherry Street Capital Fund II, LLC pursuant to the Assignment and Assumption Agreement executed as of October 16, 2018; and

WHEREAS, an Addendum was added to the Agreement on July 16, 2019; and

WHEREAS, the Agreement was amended to add Cherry Street Asset Management Holdings LLC as a Seller and to include construction of new solar projects at (1) The office of the Bibb County Tax Commissioner, (2) the South Bibb Recreation Center, (3) Macon-Bibb County Animal Welfare, and (4) Thomas Jackson Juvenile Justice Center; and

WHEREAS, the Agreement was amended to include the construction of new solar projects at (1) North Macon Park; (2) Rosa Jackson Recreation Center; (3) Frank Johnson Recreation Center; and (4) Delores A. Brooks Recreation Center; and to allow for other governmental entities to use or “piggyback” on the Agreement’s terms; and

WHEREAS, the Agreement was amended to include the construction of new solar projects at (1) Fire Station 7; (2) Bloomfield Library; and (3) the Macon-Bibb County Facilities Building; and

WHEREAS, the Parties wish to amend Agreement further as provided herein;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Purchaser and Seller, each intending to be legally bound, hereby agree as follows:

1. The attached Addendum 7 and its Appendices A-7 through F-7 are hereby incorporated fully into the Agreement, the terms and conditions of which are explicitly adopted and

agreed to for the Added Facility described in Addendum 7 and its Appendices.

2. Except as modified herein, the terms and provisions of the Agreement continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the ____ day of _____, 2023.

SELLER

Cherry Street Capital II, LLC

By: _____

Name: Michael Chanin

Title: CEO

SELLER

Cherry Street Asset Management Holdings, LLC

By: _____

Name:

Title:

PURCHASER

Macon-Bibb County, Georgia

By: _____

Mayor, Macon- Bibb County, Georgia Approved:

By: _____

Macon-Bibb County Attorney

Addendum 7 to Master Solar Energy Procurement Agreement

This Addendum 7 and attached Appendices A-7 through F-7 are hereby incorporated fully into that certain Master Solar Energy Procurement Agreement dated July 29, 2016 by and between Cherry Street Capital, LLC and Macon-Bibb County, Georgia, as amended (the “SEPA”), the terms and conditions of which are explicitly adopted and agreed to for the Added Facility identified herein, and is entered into this ____ day of _____, 2023, (“Effective Date”) by and between **CHERRY STREET ASSET MANAGEMENT HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the state of Georgia (“Seller”), and **MACON-BIBB COUNTY, GA**, a political subdivision of the state of Georgia (“Purchaser”).

The purpose of this Addendum is to add an additional facility to the SEPA.

The Monthly Energy-Based Payments for the Added Facility and Added Facility Site are set forth in Appendix A-7 hereto.

The Insurance Requirements are set forth in Appendix B-7 hereto.

The Added Facility and Added Facility Site are set forth in Appendix C-7 hereto.

The Temporary Construction Easement for the Added Facility and Added Facility Site is attached hereto as Appendix D-7.

The Access, Operations, and Utility Easement Agreement for the Added Facility and Added Facility Site is attached hereto as Appendix E-7.

The Solar Access Easement for the Added Facility and Added Facility Site is attached hereto as Appendix F-7.

[Remainder of page left blank intentionally Signature pages to follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed by their duly authorized representatives on the day and year first above written.

SELLER:

Cherry Street Asset Management Holdings, LLC

By: _____

Date: _____

PURCHASER

Macon-Bibb County, Georgia

By: _____
Mayor, Macon-Bibb County, Georgia

Date: _____

Approved:

By: _____
Macon-Bibb County Attorney

APPENDIX A-7

MONTHLY ENERGY-BASED PAYMENT CALCULATION

the Monthly Energy-based Payment ("MEP") shall be calculated as follows:

$$\text{MEP} = \text{CEP} * \text{MDE}$$

Where:

CEP = the Contract Energy Price for each Annual Period shall be **\$0.105** per kWh in the first Annual Period, increased for each Annual Period thereafter by multiplying the Contract Energy Price for the previous Annual Period by an amount not to be less than zero and notwithstanding the foregoing, the lesser of (a) 1.5% per year or (b) 1 plus the Purchaser's annual percentage kWh rate increase for the Total Utility Rate (the "Annual Utility Rate Increase") for each Term year. The Annual Utility Rate Increase for each Term year (beginning with the Effective Date and ending with the Day before the Effective Date anniversary each year) will be calculated by dividing the Purchaser's total cost during the Term year for its utility bill by the total kWh usage from the utility for that Term year (the "Total Utility Rate") and comparing it to the Total Utility Rate for the preceding Term year, represented by the following equation, in which "Year (-1)" means the immediately preceding Term year and "Year (-2)" means two Term years prior to the current Term year: $\text{Annual Utility Rate Increase} = ((\text{Year } (-1) \text{ total annual utility bill} / \text{total annual kWh usage from the utility}) - (\text{Year } (-2) \text{ total annual utility bill} / \text{total annual kWh usage from the utility})) / (\text{Year } (-2) \text{ total annual utility bill} / \text{total annual kWh usage from the utility})$. For the avoidance of doubt, the Total Utility Rate includes all surcharges and fees charged to the Purchaser by the utility.

MDE = the Monthly Delivered Energy is the amount of Solar Energy, in kWh, delivered by Seller from the Facility to Purchaser at the Point of Delivery during any given Month pursuant to this Agreement.

APPENDIX B-7

INSURANCE REQUIREMENTS

1. Commercial general liability insurance in an “occurrence” form or an AEGIS “claims first made” form or equivalent with bodily injury and property damage combined liability limits of not less than one (1) million dollars per occurrence and which shall include specific coverage for broad form contractual liability including Seller’s indemnification obligations under this Agreement and a separation of insured provision. All such policies shall provide coverage on an “occurrence” basis; provided, however, that coverage may be provided on a “claims made” basis with the provision of a minimum extended reporting period of five (5) years from the termination of this Agreement. The coverage requirements can be met through any combination of primary insurance and following form excess or umbrella insurance as long as the combined limits meet requirements of this Agreement.
2. All risk property insurance providing coverage for the full replacement value of the Facility, subject to industry standard sublimits. Each Party and its insurers waive any rights of subrogation or recovery of any kind against the other Party.

APPENDIX C-7

ADDED FACILITY SITE

The Added Facility is the Memorial Park Solar Rooftop Array, with an installed capacity of 55 kW DC.

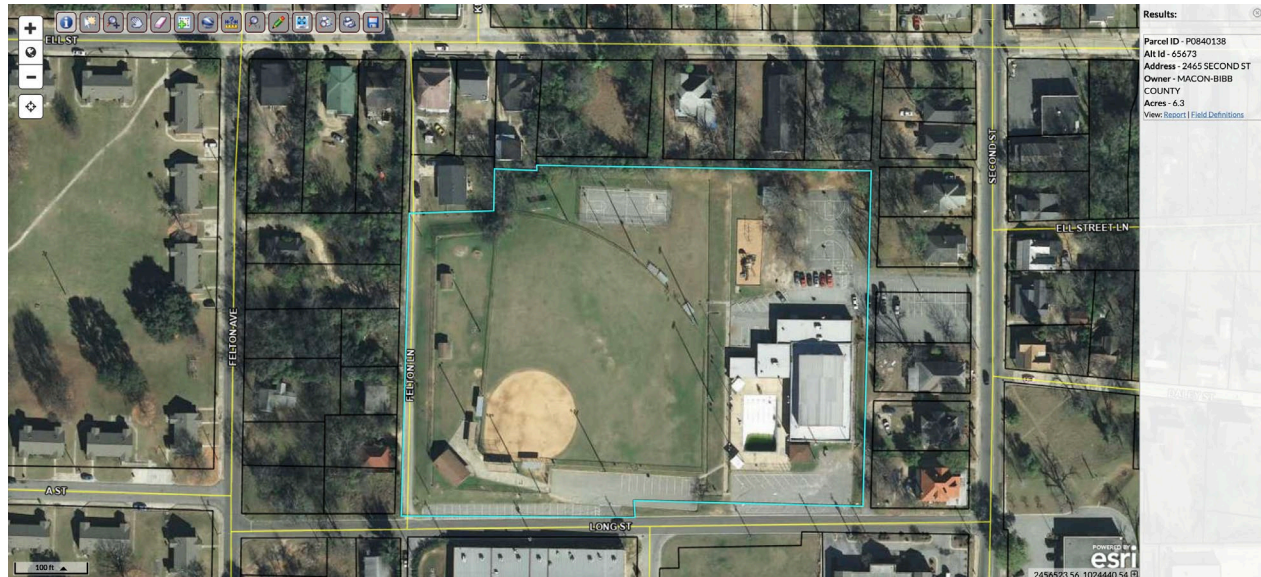
Added Facility Site 1 shall be defined as 2465 2nd Street, Macon, Georgia 31206.

A legal diagram and proposed solar facility layout of Added Facility Site 1 is attached hereto as Attachment 1.

Attachment 1 to Appendix C-7 Legal Description of Added Facility Site 1

Legal diagram for proposed solar facility layout for the Memorial Park Solar Rooftop Array.

Some portion or all of parcel P0840138, in Macon-Bibb County, Georgia currently known as 2465 2nd Street, Macon, GA 31206, and more particularly displayed as follows:





Proposed solar facility layout for Memorial Park Solar Array

APPENDIX D-7

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the one-time lump sum payment of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Macon- Bibb County, Georgia ("Grantor"), its successors and assigns hereby grants, bargains and conveys to Cherry Street Asset Management Holdings, LLC ("Grantee"), its employees, independent contractors, successors or assigns, a temporary construction easement over and upon the real property depicted on Attachment 1 hereto ("Easement Area").

The purpose of this easement is to permit Grantee to construct the Added Facility. The easement includes the right of ingress and egress over Grantor's property adjacent to the Easement Area as reasonably necessary to access the Easement Area.

Said easement shall be temporary in nature and duration and shall expire the earlier of two (2) years after the completion of the Added Facility or four (4) years from the date of this easement. Grantor agrees that during the duration of this easement, no act or omission will be committed that will preclude Grantee from the uses permitted herein. Grantee agrees to keep the Easement Area in good order and free of trash and debris. Upon expiration of this easement, Grantee shall remove its personal property other than property used in the Added Facility from the Easement Area and restore same (including points of access) to the condition received other than as occupied by the Added Facility, reasonable wear and tear excepted.

All capitalized terms in this Temporary Construction Easement shall have the meaning assigned in the Solar Energy Procurement Agreement between Grantor and Grantee dated July 29, 2016, as amended.

This Agreement is binding on the grantees, heirs, personal representatives, successors and assigns of the Grantor and Grantee.

[Remainder of page left blank intentionally Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2023.

GRANTEE:

Cherry Asset Management Holdings,
LLC

Signed, sealed and delivered in the presence of:

By:

Unofficial Witness

Date: _____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

GRANTOR:

Macon-Bibb County, Georgia

By:

Mayor, Macon-Bibb County, Georgia

Signed, sealed and delivered in the presence of:

Date: _____

Unofficial Witness

Approved:

Notary Public

By: _____
Macon-Bibb County Attorney

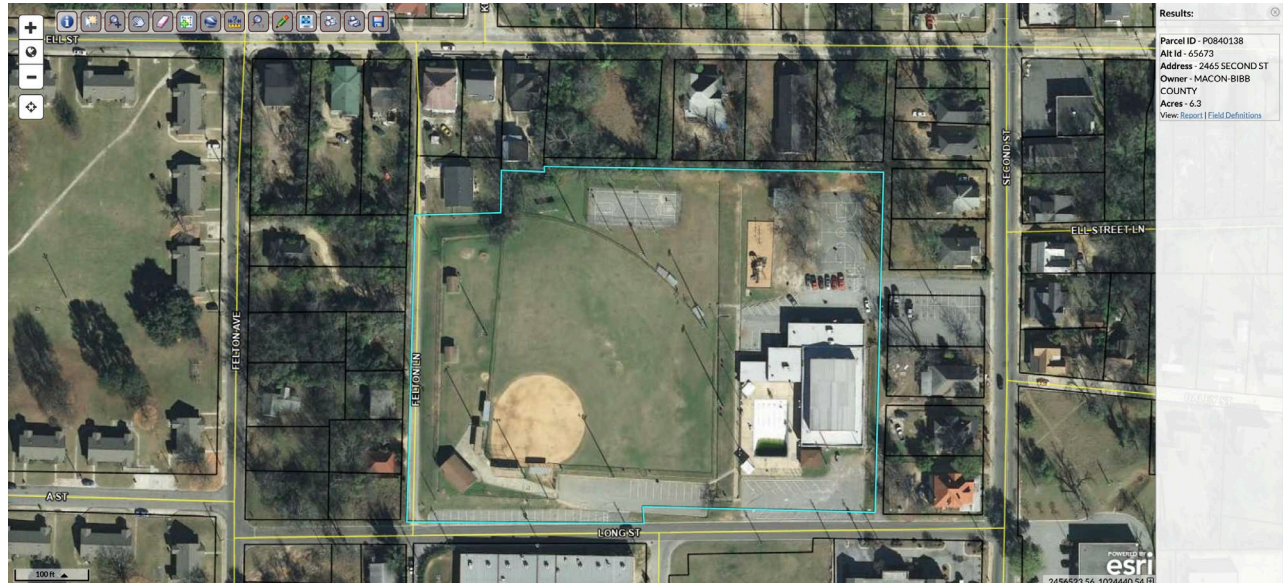
My Commission Expires: _____

[NOTARY SEAL]

Attachment 1 to Appendix D-7
Depiction of Easement Area for Added Facility Site

Legal diagram for proposed solar facility layout for Memorial Park.

Some portion or all of parcel P0840138, in Macon-Bibb County, Georgia currently known as 2465 2nd Street, Macon, GA 31206, and more particularly displayed as follows:



APPENDIX E-7

After recording please return to:
Smith, Gambrell & Russell, LLP
1105 W. Peachtree Street
Suite 1100
Atlanta, Georgia 30309-3592
Attention: Stephen E. O'Day, Esq.

TAX PARCEL # P0840138

ACCESS, OPERATIONS AND UTILITY EASEMENT AGREEMENT

This Access, Operations and Utility Easement Agreement ("Agreement") is made on _____, by and between Macon-Bibb County, Georgia ("Grantor") and Cherry Street Asset Management Holdings, LLC ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner of certain property located at 2465 2nd Street, Macon, GA 31206, in Bibb County, Georgia, as legally described and depicted on Attachment 1 ("Property") attached to and made a part of this Agreement; and

WHEREAS, Grantee desires to locate a solar installations at the Added Facility Site on the Property depicted on Attachment 1; and

WHEREAS, Grantor and Grantee entered into a Solar Energy Procurement Agreement dated on or about July 29, 2016 ("SEPA"), as amended; and

WHEREAS, Grantee requires access and utilities over, under and across Grantor property (as depicted on Attachment 1) for designing, installing, inspecting, operating, maintaining, repairing, and removing the Added Facility on the Property, performing the Operations as defined in the SEPA, or for otherwise achieving all the purposes set forth in the SEPA; and

WHEREAS, Grantee has requested Grantor grant an Access, Operations and Utility Easement ("Easement") to use Grantor's access road and to install, operate and maintain the Added Facility on Grantor's property (the "Easement Area").

NOW, THEREFORE, for and in consideration of the covenants contained herein and other valuable consideration, the parties agree as follows:

1. Grant of Easement

Grantor grants, bargains and conveys to Grantee, subject to the terms and conditions set forth below, an Access, Operations and Utility Easement for Grantee, its employees, independent contractors and agents for the purposes of ingress and egress and for constructing, maintaining, operating and repairing utility lines, cables and conduits to and from the Added Facility, and for Grantee to perform installation and maintenance activities associated with the use of the Added Facility and for designing, installing, inspecting, operating, maintaining, repairing, and

removing the Added Facility on the Added Facility Site, or for otherwise achieving all the purposes set forth in the SEPA at the Added Facility.

2. Consideration

Grantee shall pay Grantor the sum of Ten Dollars (\$10.00), due and payable within ten (10) business days following execution of this Agreement.

3. Term

The term of this Easement shall commence when it is signed by Grantor and Grantee and shall continue for the duration of the SEPA, including any renewals thereof, and shall without any further action on the part of Grantee or Grantor, terminate immediately upon the termination of the SEPA.

4. Default

Upon Grantee's default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may, subject to Article 13 of the SEPA, terminate this Agreement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. Assignment

This Agreement may be assigned by Grantee to any lender or affiliate of Grantee without the prior consent of Grantor. Any other assignment of this Agreement may be made only upon written consent of the other Party, such consent not to be unreasonably withheld.

6. Amendment

This Agreement may be modified or amended in whole or in part only by a written instrument executed by Grantor and Grantee.

7. Entire Agreement

This Agreement and the exhibits to this Agreement contain all the representations and the entire Agreement between Grantor and Grantee. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement.

8. Miscellaneous

8.1 Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

8.2 Severability. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement. A court shall enforce all provisions of the Agreement which are not invalid.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

GRANTEE:

Cherry Asset Management Holdings,
LLC

By: _____

Date: _____

GRANTOR:

Macon-Bibb County, Georgia

By: _____

Mayor, Macon-Bibb County, Georgia

Date: _____

Approved: _____

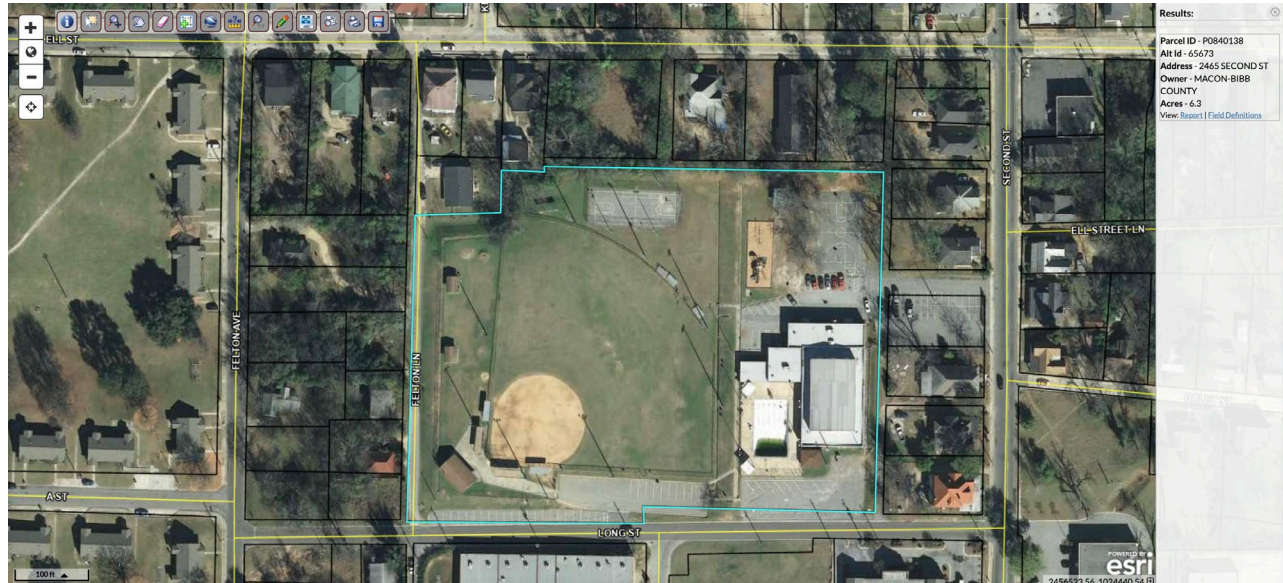
By: _____
Macon-Bibb County Attorney

Attachment 1 to Appendix E-7

Legal Description of Added Facility Site

Legal diagram for proposed solar facility layout for Memorial Park.

Some portion or all of parcel P0840138, in Macon-Bibb County, Georgia currently known as 2465 2nd Street, Macon, GA 31206, and more particularly displayed as follows:



APPENDIX F-6

After recording please return to:
Smith, Gambrell & Russell, LLP
1105 W. Peachtree Street
Suite 1100
Atlanta, Georgia 30309-3592
Attention: Stephen E. O'Day, Esq.

TAX PARCEL # P0840138

SOLAR ACCESS EASEMENT

THIS SOLAR ACCESS EASEMENT AGREEMENT ("Solar Access Agreement") is made and entered into as of _____ ("Effective Date"), by and between Macon-Bibb County, Georgia, a political subdivision of the state of Georgia ("Grantor"), and Cherry Street Asset Management Holdings, LLC ("Grantee").

WHEREAS, the Grantor supports and encourages the development of solar power as an energy source; and

WHEREAS, the Grantor and Grantee are parties to a certain Solar Energy Procurement Agreement dated July 29, 2016 (the "SEPA"), as amended; and

WHEREAS, the Grantee wishes to develop the Added Facility identified in Appendix C-7 to the SEPA and included herein by reference; and

WHEREAS, the successful generation of solar energy is dependent upon sufficient access to direct sunlight and insolation of the Added Facility; and

WHEREAS, in recognition of the economic and environmental benefits of solar energy use, the Grantor and Grantee desire to provide for the preservation of solar access and insolation of the Added Facility; and

WHEREAS, to accomplish the preservation of solar access and insolation of the Added Facility, the Grantor and Grantee desire to impose a limited easement on the Grantor's property, identified in Attachment 1 ("Shade Restricted Property") and included herein by reference, that provides solar access and insolation protection upon the ownership, use, and occupation of the Added Facility as described in this Solar Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Solar Access Agreement as follows:

1. Definitions

A. Structure: Any new building, addition to an existing building or any other object or structure that may obstruct sunlight.

B. Restricted Vegetation: A tree or other vegetation which generally tends to block a high level of the sun's rays, whether existing or not at the effective date of this Solar Access Agreement.

C. Solar Height Restriction: A distance as measured from the closest portion of the Added Facility to the closest portion of the Structure and/or Restricted Vegetation as applicable, divided by three (3).

2. Grant of Easement. The Grantor grants, bargains and conveys to Grantee and its assigns, the right to unobstructed solar access and insolation in accordance with this Solar Access Agreement. For the term of this Solar Access Easement the Grantor shall not build, install, or otherwise allow a structure to be built or installed or allow Restricted Vegetation on the Shade Restricted Property identified in Attachment 1 that would cast shade at the Added Facility as provided under this Solar Access Agreement.

3. Solar Access Requirements

A. No Structure shall be allowed within the Shade Restricted Lots which exceeds the Solar Height Restriction. For example, a Structure to be built ninety (90) feet from the Added Facility would have a maximum allowable height of thirty (30) feet.

B. No Restricted Vegetation shall be allowed within the Shade Restricted Property which exceeds the Solar Height Restriction. For example, any Restricted Vegetation planted ninety (90) feet from the Added Facility would have to be maintained at a maximum height of thirty (30) feet.

C. Trees that exist at the time this Solar Access Agreement is executed shall be made to conform no later than the Effective Date of this Solar Access Agreement.

D. Each separate Structure and item of Restricted Vegetation shall have its solar setback individually calculated.

E. Nothing in this Solar Access Agreement shall be interpreted or construed to require the demolition or alteration of any building or structure located on Shade Restricted Property as described in Attachment 1 which is already in existence or approved for or under construction as of the date of this Solar Access Agreement, and their continued existence and use shall not be construed as a violation of this Solar Access Agreement.

4. Term of Solar Access Agreement. This Solar Access Agreement shall be in effect for the duration of the SEPA and all renewals thereof.

5. Invalidity and Force Majeure. The parties hereto agree that if any part, term, portion, or provision of this Solar Access Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Solar Access Agreement did not contain the invalidity. The failure of performance of the construction obligations and conditions on behalf of Grantor pursuant to this Solar Access Agreement resulting from acts of God, war, act or incidence of terrorism, civil insurrection or riot shall not be a breach or an event of default of Grantor pursuant to this Solar Access Agreement.

2. Complete Agreement. The parties agree that this writing is the complete Agreement between the parties, and that there are no promises, representations or understandings not expressly set forth herein. This Solar Access Agreement can only be modified in a writing, signed by both parties.

3. Binding Effect. Except as specifically stated herein, the parties agree that the easements, conditions and restrictions of this Solar Access Agreement shall run with and be binding upon the Shade Restricted Property and shall inure to the benefit of, and be enforceable by, the Grantee and its successors and assigns, for the term of this Solar Access Agreement and be binding upon the Grantor and its, successors and assigns.

4. Acceptance by Future Owners. Upon the acceptance of any deed or other conveyance transferring any interest in a Shade Restricted Property to any third party ("Future Owner"), the grantee of such deed or conveyance shall be deemed to agree that:

A. Future Owner reads and understands this Solar Access Agreement, and agrees to abide and be bound by each of this easement and any covenants and restrictions set forth herein and all default and enforcement rights provided herein;

B. Such Future Owner shall promote compliance with this easement; and

C. This easement is reasonable in all respects and is and shall remain fully enforceable as stated herein and notwithstanding any less restrictive or inconsistent provision of any otherwise applicable federal, state or local law, rule, regulation or ordinance.

5. Violation of Solar Height Restriction. If Grantee determines that this Solar Access Agreement is being and/or has been violated or that a violation is threatened or imminent then the provisions of this Section will apply:

A. Grantee must notify the Grantor and/or Future Owner of the violation. Grantee's notice may include its recommendations of measures to be taken by the Grantor or Future Owner to cure the violation and restore features of the Shade Restricted Lot to conform with the Solar Height Restriction.

B. The Grantor's or Future Owner's cure period expires thirty (30) days after the date of Grantee's notice to the City and/or Future Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (i) The Grantor or Future Owner cease the activity constituting the violation promptly upon receipt of Grantee's notice;
- (ii) The Grantor or Future Owner and Grantee agree, within the initial thirty (30) day period, upon the measures the Grantor or Future Owner will take to cure the violation;
- (iii) The Grantor or Future Owner commence to cure within the initial thirty (30) day period; and
- (iv) The Grantor or Future Owner continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm, including without limitation economic harm, to the

Solar Farm due to an alteration to any feature which violates the Solar Height Restriction of a Shade Restricted Property.

6. Remedies. Upon expiration of the cure period (if any) described in the preceding Section, Grantee may, in addition to other remedies available at law or in equity, compel the Grantor or Future Owner to restore a Shade Restricted Property into compliance with the Solar Height Restrictions by exercising any one or more of the following remedies:

A. Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Solar Access Agreement; to restrain present or future violations of this Solar Access Agreement; and/or to compel restoration of any violated Solar Height Restriction.

B. Civil Action. Recover from the Grantor or Future Owner all sums owing to Grantee under applicable provisions of the SEPA together with interest thereon from the date due. These monetary obligations include, among others, economic losses and litigation expenses.

C. Self-Help. Enter the applicable Shade Restricted Property to prevent, mitigate further damage and/ or restore the Solar Height Restriction to the Shade Restricted Property in violation of this Solar Access Agreement at the sole cost and expense of the Grantor or Future Owner as applicable, which shall include without limitation demolition of any structure constructed in violation of the Solar Access Agreement and removal of Restricted Vegetation allowed to grow in violation of the Solar Access Agreement.

11. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

12. Notices. Any notices required herein shall be sent in the U.S. Mail, either registered or certified, return receipt requested, to the parties at the following addresses and shall be deemed given three days after sent:

In the case of the Grantor to:

Macon-Bibb County
ATTN: County Manager w/copy to
700 Poplar Street
Macon, Georgia 31201

Macon-Bibb County
ATTN: Director of Facilities Management
700 Poplar Street
Macon, Georgia 31201

In the case of the Grantee to:

Cherry Street Asset Management Holdings, LLC
1086 Piedmont Ave, NE
Atlanta, GA 30309
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 1000, 1105 W. Peachtree Street

Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

IN WITNESS WHEREOF, the parties have executed this Solar Access Agreement the day and year first above written.

GRANTEE:

Signed, sealed and delivered in the presence of:

Cherry Asset Management Holdings,
LLC

Unofficial Witness

By:

Notary Public

Date: _____

My Commission Expires: _____

[NOTARY SEAL]

GRANTOR:

Macon-Bibb County, Georgia

Signed, sealed and delivered in the presence of:

By:

Mayor, Macon-Bibb County, Georgia

Unofficial Witness

Date: _____

Notary Public

Approved:

My Commission Expires: _____

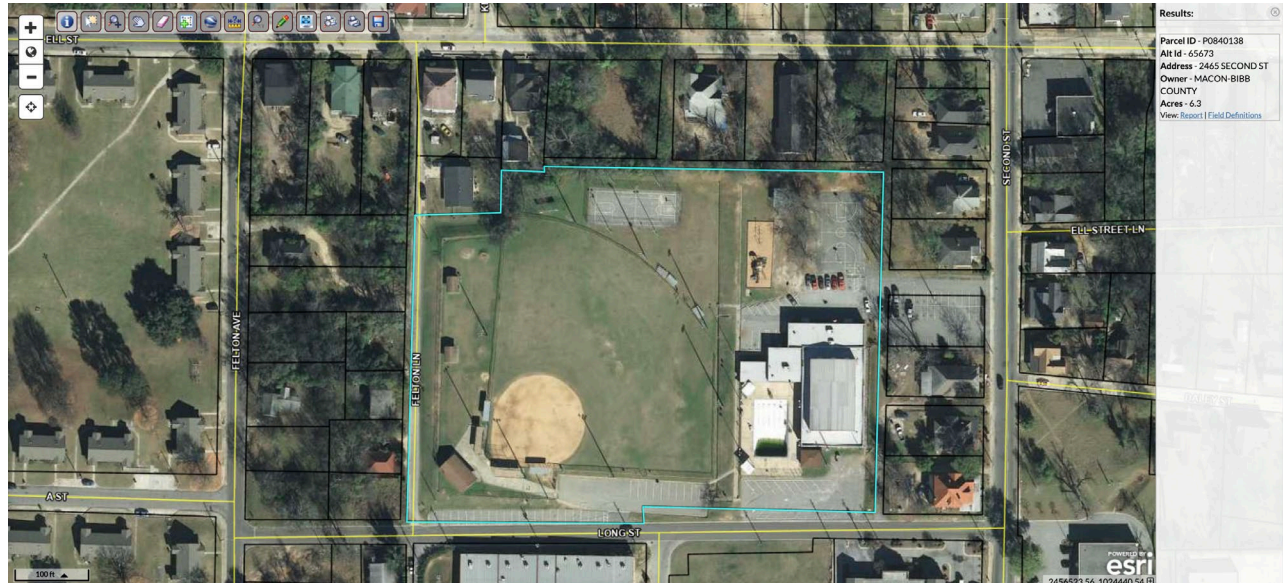
By: _____
Macon-Bibb County Attorney

[NOTARY SEAL]

Attachment 1 to Appendix F-7 Legal Description of Added Facility Site

Legal diagram for proposed solar facility layout for Memorial Park.

Some portion or all of parcel P0840138, in Macon-Bibb County, Georgia currently known as 2465 2nd Street, Macon, GA 31206, and more particularly displayed as follows:





Proposed solar facility layout for Memorial Park



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO JOURNAL TECHNOLOGIES, INC. FOR ECOURT SOFTWARE AND MAINTENANCE SERVICES FOR THE BIBB COUNTY COURTS FOR 12-MONTHS FOR \$151,034.74, TO BE PAID FROM THE INFORMATION TECHNOLOGY BUDGET, ENTERPRISE APPLICATIONS - REPAIRS & MAINTENANCE, SOFTWARE LICENSE & MAINTENANCE LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, in June 2015, Macon-Bibb County entered into a Software License and Support Agreement (the “Agreement”) with Journal Technologies, Inc., (C-15-0160), for a term of 12-months, with 5 subsequent automatic renewals; and

WHEREAS, the Agreement provided support and maintenance for the eCourt system used for the electronic filing and case management in the Magistrate Court, Municipal Court and State Court of Bibb County; and

WHEREAS, the using departments desire to renew this Agreement for one (1) additional 12-month term; and

WHEREAS, Journal Technologies, Inc., is a sole source provider of licenses and support for the eCourt system; and

WHEREAS, Procurement concurs with renewing the existing contract with Journal Technologies for this essential software system for an additional 12-month term; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that a purchase order made in favor of Journal Technologies, Inc. is approved to be issued in the amount of ONE HUNDRED FIFTY-ONE THOUSAND, THIRTY-FOUR DOLLARS AND SEVENTY-FOUR CENTS (\$151,034.74), to be paid from the Information Technology Department budget, Enterprise Applications - Repairs & Maintenance, Software Licenses & Maintenance line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
Lester M. Miller, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION REDUCING THE MILLAGE RATE FROM 17.901 MILLS TO 10.723 MILLS, TO BE LEVIED AND ASSESSED FOR THE YEAR 2023 UPON THE TAXABLE PROPERTY LOCATED IN THE MACON-BIBB COUNTY TAX DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, a millage rate of 10.723 mills is hereby levied and assessed for the year 2023 upon the taxable property located in the Macon-Bibb County Tax District, previously established by Ordinance No. O-14-0044. The Finance Officer has prepared an exhibit reflecting said millage rate which has been attached hereto as Exhibit A, and is incorporated herein by reference.

Section 2.

Except as otherwise provided herein, for purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, Georgia, any special tax districts, (including, but not limited to, Tax Allocation Districts (TADs) and Business Improvement Districts (BIDs), previously created by Macon-Bibb County, Bibb County or the City of Macon and presently in effect for road repair, street lighting, or other governmental purposes shall not be affected by the adoption of this ordinance and shall continue in full force and effect for any subject property.

Section 3.

The methods and requirements for the payment and collection of property taxes heretofore established and utilized for the previous year, including but not limited to the due dates and in what length of time taxes must be paid, are hereby reaffirmed as the methods and requirements for Macon-Bibb County, Georgia.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 5.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also veto this Ordinance, and the Ordinance shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

EXHIBIT A

EXHIBIT "A"

MACON BIBB COUNTY TAX DISTRICT TAX DIGEST VALUATIONS, MILLAGE RATE AND AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

Tax Digest Valuations:

Personal Property	1,004,001,850		
Less Freeport Exemption	(268,850,236)		
Less Personal Property Exemption	<u>(2,258,299)</u>	732,893,315	
Real Property		4,942,494,679	
Motor Vehicles		38,108,560	
Public Utilities		181,471,416	
Mobile Homes		10,303,604	
Timber		494,407	
Heavy Equipment		<u>228,216</u>	5,905,994,197

Deduct:

Exemptions--Regular & School	152,678,359		
Exemptions--Age & Income	47,724,663		
Exemptions--Veterans	71,769,544		
Exemptions--Agricultural	2,698,685	<u>274,871,251</u>	

Adjusted Net Taxable Digest--Macon Bibb County Tax District-- M & O	<u><u>5,631,122,946</u></u>
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Gross M & O Millage Rate	24.448
Less Millage Rate Rollback	13.725
Net M & O Millage Rate	10.723

Total Macon Bibb County Taxes Levied	<u><u>60,382,531</u></u>
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