



Board of County Commissioners Pre-Commission Meeting

November 7, 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. Approval of Minutes

- a. Approval of minutes from the October 17, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Sylvia W. Mcgee And Bert Bivins III To The Macon-Bibb County Land Bank Authority (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Submitting Dr. Jacob Patton, Steve Kruger And Bill Tift As A Slate Of Nominees To Serve On The Macon-Bibb County Hospital Authority Board; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Submitting A Slate Of Nominees For The Seat Currently Held By Milton Appling On The Macon-Bibb County Hospital Authority Board; And Submitting A Slate Of Nominees For The Seat Currently Held By Ron Shipman On The Macon-Bibb County Hospital Authority Board (Sponsored by:)

4. New Alcohol Beverage Licenses

- a. Quick Trip located at 5129 Mercer University Drive, Macon, GA (Sponsored by:)
- b. Board and Brush Creative Studio located at 6255 Zebulon Road, Suite 180, Macon, GA (Sponsored by:)

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

- a. An Ordinance To Amend Division 14.5 Of Article II, Chapter 7 Of The Macon-Bibb County Code Of Ordinances To Amend The Short Term Vacation Rental Permitting Process (Sponsored by: Bill Howell, Commissioner)

6. Abandonment of McKinney Drive

- a. A Resolution Of The Macon-Bibb County Commission To Authorizing The Abandonment Of The Unopened Right-Of-Way Of McKinney Drive And The Removal Of Such Path From The Official Road Map Of Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

7. Purchase and Donation of Property

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase Those Parcels Of Real Estate Known As 1207, 1217, 1223, And 1257 Martin Luther King, Jr. Boulevard, Being 0.77 Acres, More Or Less, In Total, For The Total Amount Of \$68,862.00, Payable From Downtown Challenge Grant Funds And The Blight Elimination Revolving Loan Fund; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase That Parcel Of Real Estate Known As 4365 Chambers Road, Being 3.00 Acres, More Or Less, For The Total Amount Of \$32,353.00, Payable From The Blight Elimination Revolving Loan Fund (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept The Donation Of 0.28 Acres, More Or Less, Located At 2283 Clayton Street (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)

8. Street Dedication

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Fort Hill Street Running Between Shurling Drive And Morrow Avenue In Honor Of Pastor Willie L. Finney, Sr., In Recognition Of His Years Of Service And Leadership To St. Peter's Missionary Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Paul Bronson, Commissioner, Elaine Lucas, Commissioner)

9. Grants

- a. A Resolution Of The Macon-Bibb County Commission In Support Of And Authorizing Newtown Macon, Inc., To Apply For Funds From The Georgia Department Of Natural Resources Georgia Outdoor Stewardship Program For

The Expansion Of The Ocmulgee Heritage Trail To Include Rose Hill Cemetery;
(Sponsored by: Lester M. Miller, Mayor)

10. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Landscape Maintenance Service Agreement With Pro Cutters Lawnsapes, Inc. To Perform Landscape Maintenance Services For Macon-Bibb County Recreation Facilities, In An Annual Amount Of \$415,000.00, To Be Paid From The General Fund, Recreation, Maintenance, Contract Labor, Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Extension Of The Landscape Maintenance Service Agreement With Paulk Landscaping & Nursery, Inc. To Perform Landscape Maintenance Services For Macon-Bibb County Recreation Facilities, Through The End Of Calendar Year 2023 (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Purchase Agreement With Lenovo Financial Services, In The Amount Of \$393,236.00 Over The Course Of 36-Months, Payable From The I.T. Department Budget, Repairs & Maintenance – Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements With Corporate Flight Management, Inc. D/B/A Contour Airlines For The Lease Of Terminal Space At The Middle Georgia Regional Airport And For The Subsidy Of Alternate Essential Air Service Out Of The Middle Georgia Regional Airport In An Amount Not To Exceed \$20,205,775.00, Payable From U.S. Department Of Transportation Grant Funds (Sponsored by: Lester M. Miller, Mayor)

11. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Sheriff's Office Budget, In The Amount Of \$1,000,000.00 From The Commissary Fund Balance To The Building And Building Improvements, And Contractual Services Line Items For The Purpose Of Funding Additional Repairs And Improvements To The Jail (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

October 17, 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, Dir., Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Sr. Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Frank Howard, Assistant County Attorney
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications
Charise Stephens, Small Business Affairs
Wanzina Jackson, Director, ECD
Charlotte Woody, Asst. Director, ECD

GUESTS:

Patty Gibbs, Family Counseling Center of Central Georgia
June O'Neal, The Mentors Project
Betsy Fitzgerald, Big Brother, Big Sisters
GiGi Rolfs, Family Advancement Ministries
Reginald Bell, HomeFirst
Mitzy Sharp Futro, Georgia Legal Services
Shannon Mills, Georgia Legal Services
Austin Sturdivant, Salvation Army
Sarah Sturdivant, Salvation Army
Suzanne Walker, Crisis Line
June O'Neal, Mentors Project
Tracy Allen, Mentors Project

1. Call to Order

Mayor Lester M. Miller called the meeting to order

2. Approval of Minutes

A. Approval of the minutes from the October 3, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the minutes of the October 3, 2023 meeting were approved.

3. New Alcohol Beverage Licenses

A. Final Recommendation on the Alcohol License for Midtown Daiquiri Bar & Grill

In light of the Special Master's findings of fact, and the opinions of law stated above, it is my recommendation that there are sufficient grounds for the Commission to revoke MDBG's alcohol license based upon their consideration of the incidents at the Business Location or in the vicinity of its premises which occurred in Calendar Year 2022 pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36(8), if the Commission considers the Finding of Facts issued by Special Master Joel Howe and determines MDBG's operations are detrimental to public interest, safety, and welfare. (Sponsored by: Lester M. Miller, Mayor)

On consensus of the Commission the item was removed from the agenda for action.

B. Eiszer & Kelly Restaurants, LLC d.b.a. Parish on Cherry Street

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the license for Parish on Cherry Street was approved.

C. Four Thirty Bar and Grill, LLC d.b.a. Four Thirty Bar and Grill located at 440 MLK Jr. Blvd, Suite 103, Macon, GA

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the license for four Thirty Bar and Grill was approved.

D. Aces Worldwide LLC d.b.a. ViceBar

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the license for ViceBar was approved.

4. Transfers and Appropriations

A. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Tax Commissioner's Office Budget, In The Total Amount Of \$50,000.00, From The Salaries And Wages – Full Time Line Item To The Contract Labor – Contractual Services Line Item For The Purpose Of Funding Expenses Related To The Use Of Temporary Employees

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the transfer within the Tax Commissioner's Office Budget was approved.

5. Contracts and Purchase Orders for Approval

A. A Resolution Authorizing The Mayor To Execute An Agreement With Darsey Construction, LLC, In The Amount Of \$235,282.06, For Repaving The Bibb County Courthouse Parking Lots, To Be Paid From The 2018 SPLOST Fund, Judicial, Courthouse, Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Wynn and carried unanimously,, the Agreement with Darsey Construction was approved.

B. A Resolution Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$42,727.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Agreement with Crisis Line & Safe House of Central Georgia was approved.

- C. A Resolution Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$24,317.00 To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Mayor Pro Tem Clark and carried unanimously, the Agreement with Big Brothers Big Sister of the Heart of Georgia was approved.

- D. A Resolution Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$10,000.00 To Family Advancement Ministries, Inc. To Provide Families With Young Children Car Seats (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Howell and carried unanimously, the Agreement with Family Advancement Ministries was approved.

- E A Resolution Authorizing The Mayor To Execute An Agreement With Family Counseling Center Of Central Georgia, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$28,800.00 To Provide Counseling And Therapeutic Programs For Low Income Families Dealing With Complex Issues (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Mayor Pro Tem Clark and carried unanimously, the Agreement with Family Counseling Center of Central Georgia was approved.

- F. A Resolution Authorizing The Mayor To Execute An Agreement With Georgia Legal Services Program, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$21,995.00 To Provide Free, Quality Legal Services To Eligible Individuals (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Jones and carried unanimously, the Agreement with Georgia Legal Services was approved.

- G. A Resolution Authorizing The Mayor To Execute An Agreement With The Mentors Project Of Bibb County, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$12,400.00 To Provide Rent, Utility, Gas, And Food Assistance And Other Necessities For Students And Families In The Mentors Project (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Agreement with The Mentors Project was approved.

Commissioner Tillman arrived at this time.

- H. A Resolution Authorizing The Mayor To Execute An Agreement With Homefirst Housing Resource Services, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$68,900.00 For Homefirst Housing Resource Services To Provide Home Ownership Counseling, Foreclosure Counseling, And Homebuyer Education (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the Agreement with HomeFirst Housing Resource Services was approved.

- I. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Salvation Army, Inc., Granting A Community Development Block Grant (CDBG) In The Amount Of \$58,659.00 To Provide Emergency Shelter, Social Services, And Homeless Prevention Programs To The Community (Sponsored by: Lester M. Miller, Mayor)

Mayor Miller moved to table, the motion was seconded by Commissioner Lucas. The motion failed by a vote of six to three with Commissioner Wynn, Jones, Clark, Wilder, Howell and Watkins

casting the dissenting votes and Commissioner Bronson, Lucas and Tillman casting the affirmative votes.

Commissioner Jones moved to approve, the motion was seconded by Commissioner Wynn.

On motion of Commissioner Watkins, seconded by Mayor Pro Tem Clark the motion to table was approved by a vote of five to four with Commissioners Bronson, Lucas, Clark, Watkins, and Tillman casting the affirmative votes and Commissioners Wynn, Jones, Wilder and Howell casting the dissenting votes.

- J. A Resolution Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant (CDBG) In The Amount Of \$56,000.00 To Provide For The Volunteer Youth Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried by a vote of eight to one with Commissioners Wynn, Bronson, Jones, Clark, Wilder, Howell, Watkins and Tillman casting the affirmative votes and Commissioner Lucas casting the dissenting vote the Agreement with Rebuilding Macon for Volunteer Youth Program was approved.

- K. A Resolution Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant (CDBG) In The Amount Of \$135,000.00 To Provide Minor Home Repairs To Homes Of Low-Income Homeowners (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Howell and carried unanimously, the Agreement with Rebuilding Macon for Home Repairs was approved.

- L. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements For Facilities Management Contract Services On An As-Needed Basis For Electrical, General Contracting, HVAC, Plumbing And Traffic Signal Services With Various Vendors At Specified Hourly Rates (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Tillman and carried unanimously, the Agreements for Facilities Management Contract Services was approved.

6. Grants

- A. A Resolution of Acceptance Of A Fy2023 Homeland Security Grant From The Georgia Emergency Management And Homeland Security Agency (GEMA/HS) In The Amount Of \$30,000.00, With No Local Match Required, To Be Used By The Macon-Bibb County Fire Department For Search And Rescue Gear (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Tillman and carried unanimously the GEMA grant for the Macon-Bibb County Fire Department for

- B. A Resolution Authorizing The Acceptance Of A BJA Fy23 Smart Prosecution – Innovative Prosecution Solutions Grant From The Department Of Justice Office Of Justice Programs, In The Amount Of \$385,000.00, To Be Used By The Macon Judicial Circuit District Attorney's Office To Fund One Specialized Domestic Violence Investigator And An Additional, Specialized Domestic Violence Prosecutor For The Domestic Violence Unit (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Lucas and carried unanimously, the BJA Grant for the District Attorney's Office was approved.

- C. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2024 H.E.A.T. Grant From The Governor's Office Of Highway Safety In The Amount Of \$58,456.08, With

No Local Match, To Be Used By The Bibb County Sheriff's Office To Provide For H.E.A.T.-Related Enforcement And Related Expenses (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wilder and carried by a vote of eight to one with Commissioners Wynn, Bronson, Lucas, Jones, Wilder, Howell and Watkins casting the affirmative votes and Commissioner Tillman casting the dissenting vote, the FY2024 H.E.A.T. Grant was approved.

7. Installation and Dedications

- A. An Ordinance To Dedicate The Gymnasium Inside The Bloomfield-Gilead Recreational Center In Honor Of Grady E. Gillis In Recognition Of His Many Years Of Service And Leadership To The Macon-Bibb Community; (Sponsored by: Bill Howell, Commissioner)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Dedication of the Gym at Gilead Recreation Center in honor of Grady E. Gillis was approved.

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

- A. An Ordinance To Amend Division 14.5 Of Article II, Chapter 7 Of The Macon-Bibb County Code Of Ordinances To Amend The Short Term Vacation Rental Permitting Process (Sponsored by: Bill Howell, Commissioner)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the amendment to Division 14.5 of Article II, Chapter 7 of the Code was tabled.

9. Support for Medicaid Expansion

- A. A Resolution Of The Macon-Bibb County Commission Requesting That The Local Delegation Introduce Or Support Legislation Accepting Federal Medicaid Funding And Implementing The Full Expansion Of Health Insurance Coverage As Provided By The Affordable Care Act (Sponsored by: Elaine Lucas, Commissioner, Seth Clark, Mayor Pro Tem)

On motion of Commissioner Lucas, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution to support the legislation accepting Federal Medicaid Funding was approved.

11. 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 Tillman, seconded by Commissioner Bronson and carried unanimously, the meeting went into Executive Session for the above reasons.

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the Executive Session was adjourned.

12. Adding Item To the Agenda

- New Alcohol License for Citgo located at 1940 Shurling Drive

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the New Alcohol License for Citgo located at 1940 Shurling Drive was added to the agenda.

Michael McNeill, Sr. Assistant County Attorney, reviewed the code regarding criteria declared to be in the public interest. The M&M Grocery was owned by Mr. Partap who has a history as an owner of a business in Macon-Bibb County. Mr. Partap was sued by MBC for having a license for an establishment that was deemed to be a public nuisance. Part of the Code allows for the Commission to consider the manager's history in regard to a license for other businesses.

Mr. McNeill continued that the Code allows for the following:

In determining whether or not any license applied for hereunder shall be granted, in addition to all other provisions of this Article, the following shall be considered in the public interest and welfare:

(1) The applicant's reputation, character, and mental and physical capacity to conduct business.

(2) Whether or not applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license or in which he may have had an interest.

(3) Any manner in which the applicant conducted the alcoholic beverage business under any prior license.

Mr. McNeill stated that during the lawsuit, the M&M Grocery, owned by Mr. Partap, was allowed to open under certain conditions and he violated those conditions. Under the Macon-Bibb County Code under 4:36 (8). Mr. Partap was found by the Courts to the violation of these orders.

(8) To the extent known by, discovered by, or revealed to the Bibb County Sheriffs Office or the Macon-Bibb County government, the occurrence of any event or events during the preceding calendar year, at or within 100 yards of the location for which a license is sought, whether related to each other or unrelated, and regardless of whether the events result in any criminal convictions, or the commission of any act or acts in any place by the licensee, its agent, or its owners or managers, which, in the aggregate, would pose any unreasonable risk to the public.

Mr. McNeill stated that this is where the drug crimes and violent crimes that have occur in his other businesses be considered for approving this license. It is therefore the recommendation of the legal department that this license be denied.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, based on the previous history of the other locations that the license for Citgo located at 1940 Shurling Drive be denied.

There being no further business, the meeting was adjourned.

Respectfully submitted:

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

October 17, 2023



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 REAPPOINTING SYLVIA W. MCGEE AND BERT BIVINS III TO THE MACON-BIBB COUNTY LAND BANK AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on July 7, 2015, the Macon-Bibb County Commission approved a Resolution reconstituting the Macon-Bibb County Land Bank Authority under the 2012 Georgia Land Bank Act; and

WHEREAS, Section 4.02 of the Resolution states that each member of the Board of Directors shall serve a term of four (4) years; and

WHEREAS, Sylvia W. McGee and Bert Bivins III are currently serving on the Land Bank Authority for terms that expire on November 30, 2023; and

WHEREAS, Sylvia W. McGee and Bert Bivins III have been recommended for reappointment to the Land Bank Authority for another term of four (4) years with said term to begin on December 1, 2023 and expire on November 30, 2027; and

WHEREAS, Sylvia W. McGee and Bert Bivins III have expressed their willingness to continue serving on the land Bank Authority; 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 Sylvia W. McGee and Bert Bivins III are hereby reappointed to serve as members of the Macon-Bibb County Land Bank Authority,

for a term of four (4) years, with said term to begin on December 1, 2023, and end on November 30, 2027.

BE IT FURTHER RESOLVED 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.

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 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 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.

[SIGNATURES ON FOLLOWING PAGE]

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 Reappointing Sylvia W. Mcgee And Bert Bivins III To The Land Bank
Authority.Docx*



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 SUBMITTING DR. JACOB PATTON, STEVE KRUGER AND BILL TIFT AS A SLATE OF NOMINEES TO SERVE ON THE MACON-BIBB COUNTY HOSPITAL AUTHORITY BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County Hospital Authority has sent notice of the expiration of Mr. David Danzie's term on the board, as indicated in the letter attached hereto as Exhibit A; and

WHEREAS, Mr. Jacob Patton, Mr. Steve Kruger and Dr. Bill Tift are all eligible for appointment and desire to serve on the Macon-Bibb County Hospital Authority Board; and

WHEREAS, O.G.G.A. § 31-7-72 (b) requires that the Macon-Bibb County Commission submit to the board of the Macon-Bibb County Hospital Authority a slate of three eligible nominees for each board seat; and

WHEREAS, the selected nominee will serve on the Board for a 3 year term, with said term to begin January 1, 2024 and expire December 31, 2026; and

NOW, THEREFORE, BE IT RESOLVED, by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same as that, pursuant to O.C.G.A. § 31-7-72 (b) the Macon-Bibb County Commission does hereby submit the following slate of nominations to the Macon-Bibb County Hospital Authority for appointment to the seat currently held by Mr. David Danzie, whose term expires December 31, 2023, upon consideration of the recommendation of the Macon-Bibb County Hospital Authority attached hereto as Exhibit A.

Mr. Jacob Patton

Mr. Steve Kruger

Dr. Bill Tift

BE IT FURTHER RESOLVED that the nominees appointed from the slates of nominees submitted by this resolution shall assume their seats on the Macon-Bibb County Hospital Authority Board effective January 1, 2024.

BE IT FURTHER RESOLVED the Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered, to be substantive provision 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 Exhibit(s) 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 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 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.

(SIGNATURES ON FOLLOWING PAGE)

SO RESOLVED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE ROSS, CLERK OF COMMISSION

[SEAL]

*Q:\RES MACON-BIBB\2023 Miller Nominating Mr. Jacob Patton, Steve Kruger And Bill Tift To The Hospital
Authority Board.Docx*

EXHIBIT A

Macon-Bibb County Hospital Authority

October 12, 2023

VIA ELECTRONIC MAIL: miller@maconbibb.us

VIA HAND DELIVERY:

Honorable Lester Miller
Mayor, Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

RE: MACON BIBB COUNTY HOSPITAL AUTHORITY

Dear Mayor Miller:

Annually we send notice to Macon-Bibb of the expiration of Hospital Authority member terms. This letter is to give you some additional information that may be helpful in the consideration and nominations for this position.

Mr. Milton Appling and Mr. Ron Shipman are completing their first 3-year terms on December 31, 2023. They are eligible for renomination to their second 3-year terms (January 1, 2024 through December 31, 2026) and have expressed the willingness and desire to be renominated. They have served the Authority well and are very knowledgeable about Hospital Authority and Atrium Navicent Health activities. Mr. Appling and Mr. Shipman have attended the vast majority of meetings during their initial terms and are valued members of the Authority.

As part of the standard process, the Hospital Authority understands the County will submit a slate of three potential candidates for consideration. As a courtesy, we are providing information on other potential nominees to assist the County in evaluating a full slate of potential candidates. We respectfully submit the following list of residents:

Nominations for Mr. Appling:

Mr. Milton Appling
Dr. Bill Tift
Mr. Steve Kruger

Nominations for Mr. Shipman:

Mr. Ron Shipman
Dr. Bill Tift
Mr. Steve Kruger

770 Hemlock Street, Suite A
Macon, Georgia 31201

Honorable Lester Miller
October 10, 2023
Page Two

Mr. David Danzie is completing his fifth and final 3-year term on December 31, 2023. As part of the standard process, the Hospital Authority understands the County will submit a slate of three potential candidates for consideration. As a courtesy of providing information on other potential candidates to assist the County in evaluating a full slate of potential candidates, the Hospital Authority is submitting the following list of residents:

Mr. Jacob Patton
Mr. Steve Kruger
Dr. Bill Tift

We look forward to receiving your slate of candidates.

Sincerely,

Kenneth B. Banks

Kenneth B. Banks (Oct 12, 2023 11:01 EDT)

Kenneth B. Banks
Secretary

KBB/nls

Enclosure

Cc:
Janice Ross
Delvecchio Finley
Michele Madison
Erin Snyder



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 SUBMITTING A SLATE OF NOMINEES FOR THE SEAT CURRENTLY HELD BY MILTON APPLING ON THE MACON-BIBB COUNTY HOSPITAL AUTHORITY BOARD; AND SUBMITTING A SLATE OF NOMINEES FOR THE SEAT CURRENTLY HELD BY RON SHIPMAN ON THE MACON-BIBB COUNTY HOSPITAL AUTHORITY BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County Hospital Authority has sent notice of the expiration of Mr. Milton Appling and Mr. Ron Shipman's term on the board, as indicated in the letter attached hereto as Exhibit A; and

WHEREAS, Milton Appling, Ron Shipman, Steve Kruger, and Bill Tift are all eligible for appointment and desire to serve on the Macon-Bibb County Hospital Authority Board; and

WHEREAS, O.G.G.A. § 31-7-72 (b) requires that the Macon-Bibb County Commission submit to the board of the Macon-Bibb County Hospital Authority a slate of three eligible nominees for each board seat; and

WHEREAS, the selected nominee will serve on the Board for a 3 year term, with said term to begin January 1, 2024 and expire December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same as that, pursuant to O.C.G.A. § 31-7-72(b) the Macon-Bibb County Commission does hereby submit the following slate of nominations to the Macon-Bibb County Hospital Authority for appointment to the seat currently held by Milton Appling on the Board of the Macon-Bibb County Hospital Authority, in accordance with the recommendation of the Macon-Bibb County Hospital Authority attached hereto as Exhibit A.

Mr. Milton Appling

Steve Kruger

Dr. Bill Tift

BE IT FURTHER RESOLVED that, pursuant to O.C.G.A. § 31-7-72(b) the Macon-Bibb County Commission does hereby submit the following slate of nominations to the Macon-Bibb County Hospital Authority for appointment to the seat currently held by Ron Shipman on the Board of the Macon-Bibb County Hospital Authority, in accordance with the recommendation of the Macon-Bibb County Hospital Authority attached hereto as Exhibit A.

Ron Shipman

Dr. Bill Tift

Steve Kruger

BE IT FURTHER RESOLVED that the nominees appointed from the slates of nominees submitted by this resolution shall assume their seats on the Macon-Bibb County Hospital Authority Board effective January 1, 2024.

BE IT FURTHER RESOLVED the Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered, to be substantive provision 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 Exhibit(s) 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 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 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.

SO RESOLVED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE ROSS, CLERK OF COMMISSION

[SEAL]

Q:\RES MACON-BIBB\2023 Miller Submitting Two Slates Of Nominees To Hospital Authority Board 11-3-23.Docx

EXHIBIT A

Macon-Bibb County Hospital Authority

October 12, 2023

VIA ELECTRONIC MAIL: miller@maconbibb.us

VIA HAND DELIVERY:

Honorable Lester Miller
Mayor, Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

RE: MACON BIBB COUNTY HOSPITAL AUTHORITY

Dear Mayor Miller:

Annually we send notice to Macon-Bibb of the expiration of Hospital Authority member terms. This letter is to give you some additional information that may be helpful in the consideration and nominations for this position.

Mr. Milton Appling and Mr. Ron Shipman are completing their first 3-year terms on December 31, 2023. They are eligible for renomination to their second 3-year terms (January 1, 2024 through December 31, 2026) and have expressed the willingness and desire to be renominated. They have served the Authority well and are very knowledgeable about Hospital Authority and Atrium Navicent Health activities. Mr. Appling and Mr. Shipman have attended the vast majority of meetings during their initial terms and are valued members of the Authority.

As part of the standard process, the Hospital Authority understands the County will submit a slate of three potential candidates for consideration. As a courtesy, we are providing information on other potential nominees to assist the County in evaluating a full slate of potential candidates. We respectfully submit the following list of residents:

Nominations for Mr. Appling:

Mr. Milton Appling
Dr. Bill Tift
Mr. Steve Kruger

Nominations for Mr. Shipman:

Mr. Ron Shipman
Dr. Bill Tift
Mr. Steve Kruger

770 Hemlock Street, Suite A
Macon, Georgia 31201

Honorable Lester Miller
October 10, 2023
Page Two

Mr. David Danzie is completing his fifth and final 3-year term on December 31, 2023. As part of the standard process, the Hospital Authority understands the County will submit a slate of three potential candidates for consideration. As a courtesy of providing information on other potential candidates to assist the County in evaluating a full slate of potential candidates, the Hospital Authority is submitting the following list of residents:

Mr. Jacob Patton
Mr. Steve Kruger
Dr. Bill Tift

We look forward to receiving your slate of candidates.

Sincerely,

Kenneth B. Banks

Kenneth B. Banks (Oct 12, 2023 11:01 EDT)

Kenneth B. Banks
Secretary

KBB/nls

Enclosure

Cc:
Janice Ross
Delvecchio Finley
Michele Madison
Erin Snyder

Added to the November 7, 2023 Pre-Commission Agenda



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

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
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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 of 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 #: 73-0675375 State Tax ID #: 308865324
Business Name: QuikTrip Corporation Corporate and Trade Name: QuikTrip Corporation - QuikTrip #1742
Local Business Address: 5129 Mercer University Dr, Macon, GA 31210-4001
(P.O. Box Not Allowed) City State Zip
Mailing Address: 4705 S 129th East Ave, Tulsa, OK 74134
(P.O. Box Not Allowed) City State Zip
Local Business Phone #: (770) 368-1616 Email Address: licensing@quiktrip.com
Contact Person: Deborah Rowden Contact Phone #: (918) 615-7700

AGENT

Agent's Name: Juan Zaleta Perez Agent's Title: Store Manager/Registered Agent
Date of Birth: [REDACTED] Social Security Number: [REDACTED]

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):		Stuart Coleman Sullivan	
Home Address:			
Sex	Race	Date of Birth	Social Security Number
Male	Caucasian		



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.

Stuart Coleman Sullivan
Signature

9-14-23
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</i> Felony Convictions 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

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): Marshall James Wells

☒ 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.

Marshall James Wells
Signature

9-14-2023
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</i> Felony Convictions 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

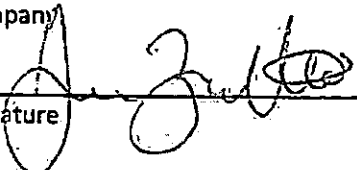
Date

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):	<u>Juan Alberto Zuleta Perez</u>

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

Signature 

9-1-23
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</i> Felony Convictions 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

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):	Chester Edouard Cadieux III

☒ 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 9-14-23

*****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</i> Felony Convictions 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.

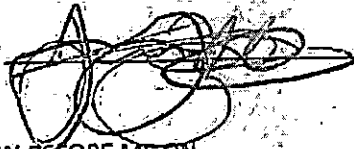
Please note that the failure to do so will result in a processing delay.

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: QuikTrip Corporation

Printed Name of Applicant: Juan A. Zabala Perez

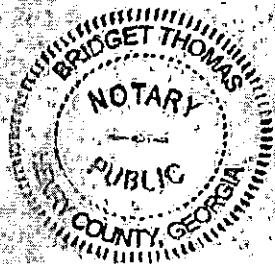
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1st DAY OF September, 2023

Bridget Thomas
 NOTARY PUBLIC

2/13/2027
 MY COMMISSION EXPIRES



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: QuikTrip Corporation

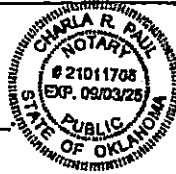
Printed Name of Applicant: Stuart C. Sullivan

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF September, 2023

NOTARY PUBLIC



9/3/23
MY COMMISSION EXPIRES

**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: QuikTrip Corporation

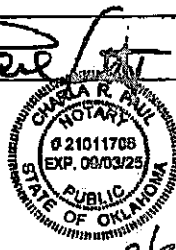
Printed Name of Applicant: Chester Cadieux III

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF September, 20 23.

NOTARY PUBLIC



9/3/25
MY COMMISSION EXPIRES

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: QuikTrip Corporation

Printed Name of Applicant: Marshall J. Wells

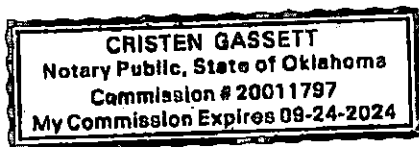
*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF September, 2023.

NOTARY PUBLIC

9/24/2024
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: JUAN A. ZALETA PEREZ
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 5129 MERCER UNIVERSITY DR.
BUSINESS NAME: QUIKTRIP #1742

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: 9-26-2023

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, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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.

(Revised 8-23-2023) PJH

Quick Trip #1742
 #5129 Mercer University Drive

2,000' — SCHOOL GROUND property line
 Union Elementary School

2,450' — SCHOOL BUILDING
 Union Elementary School

5,700' — COLLEGE CAMPUS property line
 Middle Georgia State College & University

10,850' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Fulton Mill Road

22,000' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library

3,900' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Martin Homes

1,450' — CHURCH (building)
 Shree Swaminarayan Mandir

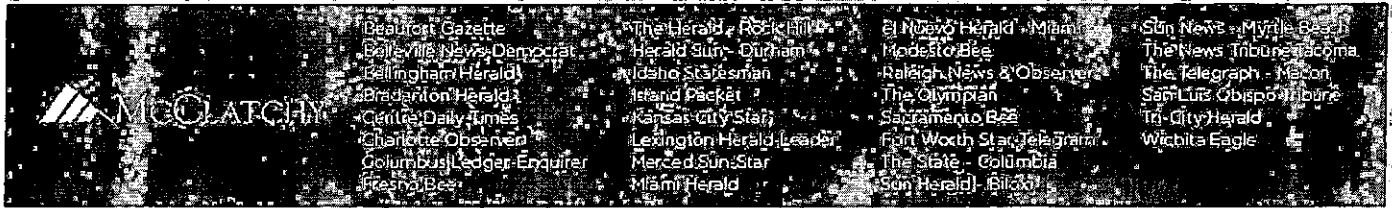
1,300' — CHURCH GROUNDS
 Shree Swaminarayan Mandir

16,150' — M-B COUNTY RECREATION CENTER property
 Freedom Park

N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant Self-Identifies as a
 "Gas Station"

OK!

Paul J. Hornowski
 September 25, 2023



AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
122059	461041	Print Legal Ad-IPL01374540 - IPL0137454		\$4636	1	30 L

Attention: Licensing Department

Licensing Department
4705 S 129th East Ave
Tulsa, OK 74134

licensing@quiktrip.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Package To Go Retail Beer and Wine

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 September 4, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as QuikTrip Corporation - QuikTrip #1742, 5129 Mercer University Dr, Macon, GA 31210-4001. 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 August 28, 2023. Juan Perez,
Applicant
IPL0137454
Aug 29, Sep 5 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:

08/29/23, 09/05/23

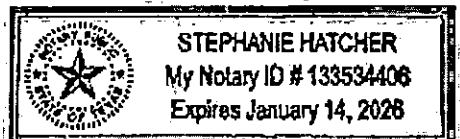
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 5th day of September 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-2022-1158	PERMIT TYPE: Conditional Use	DATE OF ISSUE: 12/02/2022
ISSUED TO NAME:	Eric Bikas	
	QuikTrip	
OWNER'S NAME:	QUIKTRIP CORPORATION	
PROPOSED USE:	Conditional Use / not classified	
	fueling center	
ADDRESS OF PROPOSED USE:	5129 MERCER UNIVERSITY DR	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	K008-0085	ZONING DISTRICT: PDM (PDE)
PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS		
As per application, site plan, departmental approvals, and MBPZ Commission approval at the 9/27/2021 hearing, zoning compliance is granted to construct and operate a 5,312 sq ft fueling center with 8 gasoline pumps and 3 diesel pumps and alcohol sales packaged to-go. As per approved landscape plan, 9 trees are to be planted and maintained in accordance with section 26.05 of the Macon-Bibb Comprehensive Land Development Resolution. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the regulations of the Georgia Department of Transportation and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.		
NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 12/02/2023 , 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****Annual Registration*****Electronically Filed*****Secretary of State****Filing Date: 01/18/2023 17:00:28****BUSINESS INFORMATION**

BUSINESS NAME : QUIKTRIP CORPORATION
CONTROL NUMBER : J552519
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Oklahoma
ANNUAL REGISTRATION PERIOD : 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4705 S 129th E Ave, Tulsa, OK, 74134, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 289 S Culver St, Lawrenceville, GA, 30046-4805, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
Chester Cadieux III	CEO	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Marshall James Wells	Secretary	4705 S 129 E Ave, Tulsa, OK, 74134, USA
Stuart Coleman Sullivan	CFO	4705 S 129th E Ave, Tulsa, OK, 74134, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4705 S 129th E Ave, Tulsa, OK, 74134, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 106 Colony Park Drive, Ste 800-B, Cumming, GA, 30040, USA
REGISTERED OFFICE COUNTY : Forsyth

OFFICER	TITLE	ADDRESS
Chester Cadieux III	CEO	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Marshall James Wells	Secretary	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Stuart Coleman Sullivan	CFO	4705 S 129th E Ave, Tulsa, OK, 74134, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jimmy W. Brown
AUTHORIZER TITLE : Officer

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: QuikTrip #1742 Name of Corporation: QuikTrip Corporation

If publicly traded, Stock Symbol and Name of one Listing Exchange: n/a

Individual:

Name and Title: Chester Cadieux III - Chairmand/CEO Telephone Number: [REDACTED]

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

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 7.94% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

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: QuikTrip #1742 Name of Corporation: QuikTrip Corporation

If publicly traded, Stock Symbol and Name of one Listing Exchange: n/a

Individual:

Name and Title: Marshall Wells - Corporate Secretary Telephone Number: [REDACTED]

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

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 ≤1 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

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: QuikTrip #1742 Name of Corporation: QuikTrip Corporation

If publicly traded, Stock Symbol and Name of one Listing Exchange: n/a

Individual:

Name and Title: Stuart Sullivan - CFO/VP Telephone Number: [REDACTED]

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

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 <1 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Alcohol Handler's License

APPLICANT INFORMATION

First Name: JuanLast Name: Perez

Home Address: [REDACTED]

Home Phone #: [REDACTED]

Email: licensing@quiktrip.com

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.

Juan Perez
Applicant's Signature4-25-23

Date

I hereby certify that Juan Perez 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 25 day of April, 2023

Kelly
NOTARY PUBLIC2-1-2027
MY COMMISSION EXPIRES

Application Processed by: [REDACTED]

License Number #: [REDACTED]

Congratulations!

You have successfully completed the ServSafe® Training and Certification Program. Please print your official ServSafe Alcohol Certificate Card and provide a confirmation that you have finished and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety. To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe

ID # 1001760
CARD # 1001760

ServSafe Alcohol® CERTIFICATE



AMAR ZALETIA PEREZ

NAME

01/19/2023

DATE OF EXAMINATION

Card expires three years from the date of issuance. Card can only apply.

© 2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the National Restaurant Association. #1711

Executive Vice President, National Restaurant Association Solutions

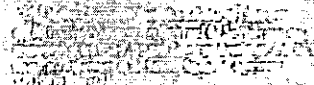
Sherman Brown

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must complete your card for it to be valid

NOTE: You can access your scores and certification information anytime at ServSafe.com

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at www.nra.org or 800.765.6272 ext. 6218





Juan Perez



AH000990

ALCOHOL HANDLER

Exp. 12/31/2023

Type: GEORGIA LAND RECORDS
Recorded: 1/3/2022 11:22:00 AM
Fee Amt: \$1,725.00 Page 1 of 8
Transfer Tax: \$1,700.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID: 1767500946

BK 11102 PG 353 - 360

Prepared by:

The Schaaf Law Firm
Attn: Michael L. Schaaf, Sr., Esq.
2440 Sandy Plains Road
Building 11
Marietta, GA 30066

Return To
Michael L. Schaaf
2440 Sandy Plains Rd
Building 11
Marietta, GA 30066-7218
(0468-265)

Part of Tax Parcel Nos.:
K008-0085 and K008-0031
File No.: 0468-265
Store No. 1742

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Fulton

THIS INDENTURE is made to be effective this the 30 day of December in the year Two Thousand Twenty One (2021), between HALPERN ENTERPRISES, INC., a Georgia corporation, as party or parties of the first part, hereinafter called Grantor, and QUIKTRIP CORPORATION, an Oklahoma corporation, as party or parties of the second part hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 75, 14th District, Bibb County, Georgia, City of Macon, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in FEE SIMPLE subject only to the matters (hereinafter referred to as "Permitted Exceptions" set out in the attached Exhibit "B", said Exhibit "B" being attached hereto and incorporated herein by reference.

AND THE SAID Grantor will warrant and forever defend the right and title to the said described property, unto the said Grantee against the claims of all persons claiming by, through or under Grantor (but not otherwise), except for the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

Bauren Carson
Unofficial Witness

Susan Marshall
Notary Public

Commission Expiration Date: 8/4/2025

(NOTARIAL SEAL)



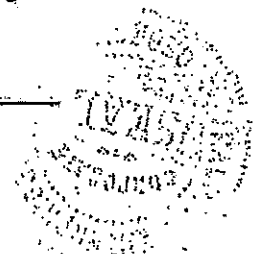
GRANTOR:

Halpern Enterprises, a Georgia
corporation

By: William D. Brown, Jr.

Its: President

(CORPORATE SEAL)



Original Signature Page for Limited Warranty Deed from Halpern Enterprises, Inc. to QuikTrip Corporation, effective December 30 2021

<https://sclawflaw.sharepoint.com/sites/sclawflaw/data/shared/documents/documents/0468/CLOSING%20DOCUMENTS/2850468-265%20LIMITED%20WARRANTY%20DEED.DOC>

EXHIBIT "A"**Page 1 of 2 Pages**

All that tract or parcel of land lying and being in Land Lot 75, 4th District, Bibb County, Georgia, City of Macon, and being more particularly described in the following:

Commence at a found 1/2-inch capped rebar (#0810), said point lying at the southeasterly point of the chamfered intersection of the northeasterly right-of-way of Mercer University Drive (having a variable public right of way, A/K/A GA Highway 74) and the easterly right-of-way of Interstate 475 (right-of-way varies); Thence run South 70 Degrees 8 Minutes 35 Seconds East along said northeasterly right-of-way for a distance of 97.96 feet to a set 5/8-inch capped rebar (L.S.F. 1322), said point being the POINT OF BEGINNING of the parcel herein described; Thence leaving said right-of-way run North 17 Degrees 09 Minutes 29 Seconds East for a distance of 223.65 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run North 78 Degrees 42 Minutes 51 Seconds West for a distance of 251.54 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run South 11 Degrees 17 Minutes 09 Seconds West for a distance of 25.00 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run North 78 Degrees 42 Minutes 51 Seconds West for a distance of 23.89 feet to a set 5/8-inch capped rebar (L.S.F. 1322) on the easterly right-of-way of Interstate 475 (having a variable public right-of-way); Thence run North 20 Degrees 22 Minutes 10 Seconds West along said right-of-way for a distance of 41.51 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence leaving said right-of-way run South 78 Degrees 54 Minutes 59 Seconds East for a distance of 305.68 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run North 01 Degrees 01 Minutes 28 Seconds East for a distance of 64.72 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run North 04 Degrees 22 Minutes 24 Seconds West for a distance of 198.77 feet to a set 5/8-inch capped rebar (L.S.F. 1322) on the southwesterly right-of-way of Tucker Valley Road (having a variable public right-of-way); Thence run the following courses and distances along the southwesterly right-of-way of Tucker Valley Road: South 60 Degrees 04 Minutes 50 Seconds East for a distance of 26.34 feet to a found 1/2-inch rebar; Thence run South 60 Degrees 04 Minutes 50 Seconds East for a distance of 65.39 feet to a point; Thence run South 60 Degrees 07 Minutes 49 Seconds East for a distance of 181.88 feet to a point; Thence run South 60 Degrees 07 Minutes 50 Seconds East for a distance of 41.81 feet to a point, said point lying on a tangent curve to the right and having a radius of 475.65 feet, a central angle of 29 Degrees 42 Minutes 43 Seconds, a chord bearing of South 45 Degrees 16 Minutes 29 Seconds East, and a chord

EXHIBIT "A"**Page 2 of 2 Pages**

distance of 243.90 feet; Thence run along the arc of said curve 246.66 feet to a set 5/8-inch capped rebar (L.S.F. 1322), said point lying on a compound curve to the right and having a radius of 475.65 feet, a central angle of 12 Degrees 53 Minutes 23 Seconds, a chord bearing of South 23 Degrees 58 Minutes 26 Seconds East, and a chord distance of 106.78 feet; Thence run along the arc of said curve 107.01 feet to a found capped 1/2-inch rebar (#0810); Thence leaving said right of way run North 70 Degrees 51 Minutes 20 Seconds West for a distance of 223.18 feet to a found 1/2-inch capped rebar; Thence run South 20 Degrees 41 Minutes 39 Seconds West for a distance of 238.28 feet to found 1/2-inch rebar on the northeasterly right of way of aforementioned Mercer University Drive; Thence run North 71 Degrees 00 Minutes 58 Seconds West along said right-of-way for a distance of 191.17 feet to a found 1/2-inch rebar; Thence run North 70 Degrees 08 Minutes 35 Seconds West along said right-of-way for a distance of 81.72 feet to the Point of Beginning.

Said parcel containing 3.64 Acres as disclosed on that Limited Topographic ALTA/NSPS Land Title Survey for QuikTrip No. 1742, dated 12-7-2021, prepared by Atwell and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305, said survey being incorporated herein by reference.

TOGETHER WITH as an appurtenance, all those real property rights which benefit the property as contained in that Reciprocal Easements, Covenants and Restrictions Agreement between Halpern Enterprises, Inc. and QuikTrip Corporation, effective 12-____-2021 and recorded at Deed Book _____, page _____, Office of the Clerk of the Superior Court of Bibb County, Georgia.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 1 of 3 Pages

1. All taxes for the year 2022 and subsequent years which are liens but not yet due and payable.
2. Right of Way Easement from J.E. Causey, Sr. to Georgia Power Company, dated 6-26-1936 and recorded at Deed Book 432, page 581, Office of the Clerk of the Superior Court of Bibb County, Georgia.
3. Easement from J.E. Causey to Georgia Power Company, dated 4-29-1946 and recorded at Deed Book 532, page 703, aforesaid records.
4. Right to place "for sale" sign as contained in that Ingress/Egress Access Easement Agreement by and among Barney A. Smith, Jr., Thomaston Road Associates, L.P., a Georgia Limited Partnership and Eberhardt Industries, Inc., a Georgia corporation, dated 6-6-2000 and recorded at Deed Book 4712, page 221, aforesaid records.
5. Relinquish of access rights as contained in that Right of Way Deed from Barney A. Smith, Jr. to Georgia Department of Transportation, dated 7-24-2002 and recorded at Deed Book 5387, page 239, aforesaid records as disclosed on that Limited Topographic ALTA/NSPS Land Title Survey for QuikTrip No. 1742, dated 12-7-2021, prepared by Atwell and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
6. Relinquish of access rights as contained in that Right of Way Deed from Barney A. Smith, Jr. to Georgia Department of Transportation, dated 7-24-2002 and recorded at Deed Book 5387, page 248, aforesaid records.
7. Easement from Barney A. Smith, Jr. to Georgia Power Company, dated 1-10-2005 and recorded at Deed Book 6517, page 326, aforesaid records, as disclosed on that Limited Topographic ALTA/NSPS Land Title Survey for QuikTrip No. 1742, dated 12-7-2021, prepared by Atwell and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 2 of 3 Pages

8. Easements as contained in that certain Right of Way Deed from S. L. Jackson and C. E. Edwards to the State Highway Department of Georgia, dated 4-18-1946 and recorded at Deed Book 496, page 654, aforesaid records.
9. Temporary Construction Easement from Walthall Oil Company to the Department of Transportation, dated 10-7-2003 and recorded at Deed Book 5970, page 43, aforesaid records, as disclosed on that Limited Topographic ALTA/NSPS Land Title Survey for QuikTrip No. 1742, dated 12-7-2021, prepared by Atwell and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
10. In addition to the matters excepted to herein, the following as disclosed on that Limited Topographic ALTA/NSPS Land Title Survey for QuikTrip No. 1742, dated 12-7-2021, prepared by Atwell and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305 and on that Surveyor's Report by David L. Anderson, dated 2-16-2021:
 - (A) overhead power lines entering and/or exiting the property;
 - (B) underground utilities entering and/or exiting the property;
 - (C) apparent common entry or curb cut along the east right of way of Mercer University Drive;
 - (D) curb encroachments;
 - (E) 20' utility easement across the property.
11. Boundary Line Agreement between Halpern Enterprises, Inc., BEK Real Estate Properties, LLC, Stafford Development Company and Cherokee Brick & Tile Company, dated 12-____-2021 and recorded at Deed Book _____, page _____, aforesaid records.
12. Reciprocal Easements, Covenants and Restrictions Agreement between Halpern Enterprises, Inc. and QuikTrip Corporation, effective December 12-____-2021 and recorded at Deed Book _____, page _____, aforesaid records.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 3 of 3 Pages

The following exception affects only the property described on Exhibit "B" of that Boundary Line Agreement between Halpern Enterprises, Inc., BEK Real Estate Properties, LLC, Stafford Development Company and Cherokee Brick & Tile Company, dated 12-____-2021 and recorded at Deed Book _____, page _____, aforesaid records:

13. Right of Way Deed from Kenneth Dunwoody, Jr. and SunTrust Bank, Middle Georgia, N.A., as co-trustees of the Dunwoody, Jr. Trust, Elizabeth D. Sams and SunTrust Bank, Middle Georgia, N.A., as co-trustees of the Sams Trust and Stafford Development Company to Georgia Department of Transportation dated 3-13-2003 and recorded at Deed Book 5685, page 168, aforesaid records.



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: DACA - Temporary Employment Authorized

A non-national of the U.S. who has been granted administrative relief under the Deferred Action for Childhood Arrivals (DACA) program. Relief is granted for a specific period of time and during that period, the applicant is employment authorized if he or she has a valid employment authorization document. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number: 0023261124226VU
Country of Birth: MEX - MEXICO
EADS Expiration Date: 07/27/2025
Provision of Law Code: C33

Agency Submitted Details

Full Name: Juan A Zaleta Perez
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 09/18/2023
Initiated By: JBR01862
Point of Contact Name: Jackie Brown
Point of Contact Phone Number: [REDACTED]
Requested Benefits: Occup. Tax Cert.
Attached Document: No

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: _____

Date: _____

9-1-23

Business Name _____

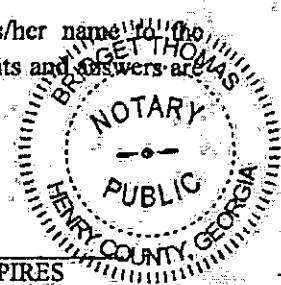
QuikTrip Corporation - QuikTrip #1742

I hereby certify that Juan Perez (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 1st day of September, 2023

Bridget Thomas
NOTARY PUBLIC

2/13/2027
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: _____

Date: _____

(If different from Agent)

Title: _____

Business Name: _____

I hereby certify that _____ (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 _____ day of _____, 20____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: QuikTrip #1742

Business Address: 5129 Mercier University Dr, Macon, GA 31210-4001

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.

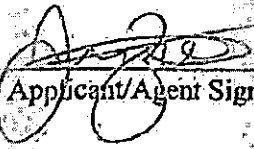
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

9-1-23
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: QuikTrip #1742

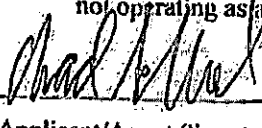
Business Address: 5129 Mercier University Dr, Macon, GA 31210-4001

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

9/13/23
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

9-15-23
Date

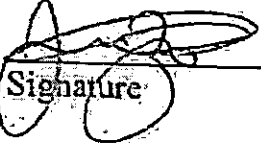
Security Camera Compliance Verification Form
Rev. March 2021
Page 2 of 2

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

Juan A. Zalta Perez
Print Name

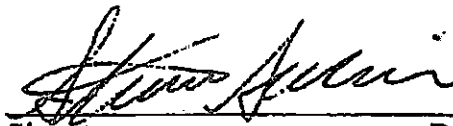
9-1-23
Date

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>.

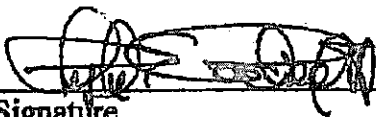
	Stuart C . Sullivan	9-14-23
Signature	Print Name	Date

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>.



Chester E. Cadieux III

9-14-23

Signature

Print Name

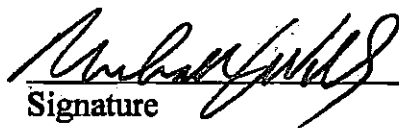
Date

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

Marshall J. Wells

Print Name

9-14-23

Date



Alcohol License Questionnaire

Name of Business: QuikTrip #1742

Owner's Name: QuikTrip Corporation

Address: 5129 Mercer University Dr, Macon, GA 31210-4001

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

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

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

n/a

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

n/a

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

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

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

Juan A. Zaleta Perez
Printed Name of person completing form

[Signature]
Signature of person completing form

09/01/2023

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 Council. 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: QuickTop #1742

Business Address: 5129 Moreau University Dr, Macon, GA 31210-4001

☒ **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

Juan Zulueta
Applicant/Agent Signature

9-1-23
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: QuikTrip Corporation Property Owner

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

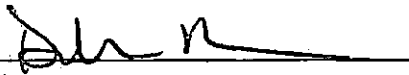
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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: _____	

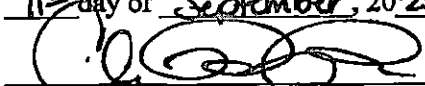
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

No individual ownership interest >25%

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.

Deborah Rowden - 
Print and Sign Name

Sworn to and subscribed before me this
11th day of September, 2023.



Notary Public

My commission expires:



Macon-Bibb County

Certificate of Good Standing

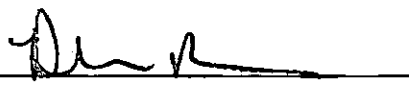
1. Name and Title of the applicant: QuikTrip Corporation Business Owner
2. Name of the subject of this Certificate, if different from the applicant:
QuikTrip #1742
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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.

No individual ownership interest >25%

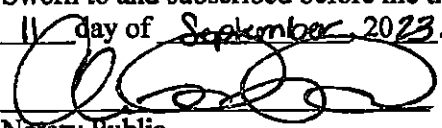
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Deborah Rowden - 

Print and Sign Name

Sworn to and subscribed before me this

11 day of September 2023.


Notary Public

My commission expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Juan Zuleta - Store Manager
2. Name of the subject of this Certificate, if different from the applicant:
QuikTrip Corporation - QuikTrip #17381742
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.

No individual ownership interest >25%

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.

Juan A. Zuleta
Print and Sign Name

Sworn to and subscribed before me this
1st day of September, 2023.

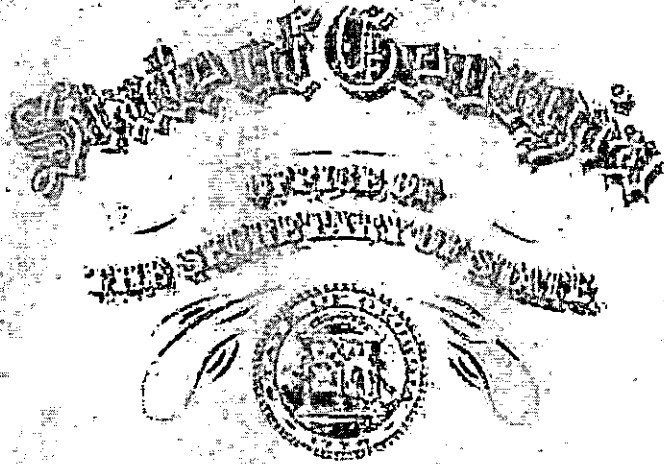
Spencer Thomas
Notary Public
My commission expires: 2/13/2027

NOTARY
PUBLIC
HENRY COUNTY, GEORGIA

Page 2 of 2

Rev. April 2022
See C-22-0011

DUPLICATE 8552519



To all to whom these Presents Shall Come, Greeting:

Whereas, "QUISTAP CORPORATION"

incorporated under the laws of the State of OKLAHOMA
has filed in the Office of the Secretary of State duly authenticated evidence of its
incorporation and an application for Certificate of Authority to transact business in
this State, as provided by "THE GEORGIA CORPORATION CODE" of
Georgia, in force April 1, A.D. 1909.

Now Therefore, I, MAX CLELAND, Secretary of State of the State of
Georgia, by virtue of the powers and duties vested in me by law, do hereby issue this
Certificate of Authority and attach thereto a copy of the application of the aforesaid
corporation.

In Testimony Whereof, I have hereunto set my hand and
affixed the seal of my office, at the Capitol, in the City of Atlanta, this
26th day of December in the year of our Lord one
Thousand Nine Hundred and Eighty 1909 and of
the Independence of the United States of America the Two
Hundred and 70th.

Max Cleland

SECRETARY OF STATE, EX OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

FILE IN DUPLICATE

☒ Filing Fee for Profit Corporation - \$150.00☐ Check if name previously reserved.☐ Filing Fee for Non Profit Corporation - \$50.00APPLICATION FOR
CERTIFICATE OF AUTHORITYQUINTAP CORPORATION

SECRETARY OF STATE

OCT 24 10 21 AM '83

TO: MAX GLELAND

Secretary of State

South 300 West Tower

2 Martin Luther King Jr. Drive, S.E.

Atlanta, Georgia 30334

Pursuant to the provisions of Section 14-2-314 or Section 14-2-314 Official Code of Georgia Annotated, the undersigned corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

- I. The name of the corporation is QUINTAP CORPORATION
- II. The name which it elects to use in your State, pursuant to Section 14-2-312(b), if its name is in conflict with an existing corporation is Not applicable
- III. It is incorporated under the laws of OKLAHOMA
- IV. The date of its incorporation is MAY 19, 1975
- V. The period of duration is FIFTY (50) YEARS
- VI. The address of its principal office or registered office in the state or country under the laws of which it is incorporated is 501 North Miami (P. O. Box 3475), Tulsa, Oklahoma 74101
- VII. The address and county of its proposed registered office in your state is J. Bechtel Street, N. W., c/o C T Corporation System, Fulton County, Atlanta, Georgia 30383 and the name of its proposed registered agent in your State at that address is C T CORPORATION SYSTEM

VIII. The purpose or purposes which it proposes to pursue in the transaction of business in your state are To buy, or otherwise acquire, and sell, or otherwise dispose of, food stuffs of every kind and character, and all and everything which now or may hereafter constitute stock in trade of grocery, food and meat stores. To act as broker or factor, wholesaler or retailer, in the purchase and sale of goods, wares and merchandise, food stuffs and supplies, and household equipment and supplies, of every kind or character. To maintain and operate places, stores, warehouses, and places of business for the uses and purposes of this corporation, and to purchase, take or lease, or otherwise acquire, to improve or develop and to exchange, rent, or otherwise dispose of real estate necessary for the purpose of carrying on business of the corporation.

(7)
7/83

IGA. - 2047 - 10/24/83

-1-

IX. The names and respective addresses of the four principal officers are:

Name	Office	Address
Charles Rodieux	President	P. O. Box 3475, Tulsa, OK 74101
Alvin Hawerton	Vice President	P. O. Box 3475, Tulsa, OK 74101
Darryl L. Carter	Secretary / Treasurer	P. O. Box 3475, Tulsa, OK 74101
R. E. Wright III	Assistant Sec.	715 Atlas Life Bldg., Tulsa, OK 74103

X. The amount of the corporation's stated capital is \$ 1,554,540.00.XI. The date which the corporation commenced or proposes to commence business in Georgia is at the time of qualification.

XII. This application is accompanied by a Certificate of Legal Existence, duly certified by an authorized officer of the jurisdiction in which the corporation is incorporated.

Dated 12-16, 1985.

QUICKTRIP CORPORATION

By

Or

CONSENT OF REGISTERED AGENT

C T CORPORATION SYSTEM

(Name of Registered Agent)
(Person or Corporation)

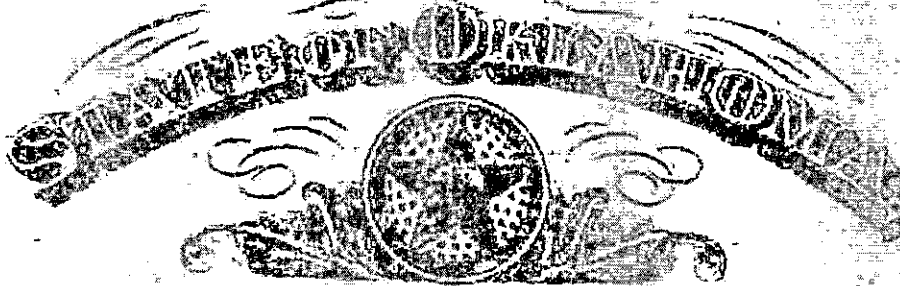
hereby consents to serve as registered agent

for the authorized corporation.

CT CORPORATION SYSTEM

F. L. Ungrell, Asst. Secretary

OFFICE OF THE SECRETARY OF STATE


**CERTIFICATE OF GOOD STANDING
(DOMESTIC CORPORATION)**

To all to whom these Presents Shall Come, Greeting,

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am by the laws of said State the custodian of the records of the State of Oklahoma relating to the right of corporations to do general business in the State, and under the proper official records this certificate.

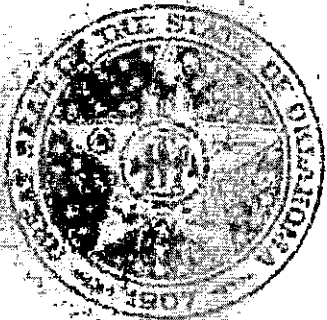
I FURTHER CERTIFY that QUINTIP CORPORATION

whose registered office is P. O. BOX 111

with its registered office at 215 ATLAS LIFE BLDG., TULSA Oklahoma

is a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma, and has paid the fees due this office and is in good standing with this Department according to our records.

IN TESTIMONY WHEREOF, I have set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Witness my hand and the Great Seal of the State of Oklahoma, this 21st

day of NOVEMBER A.D. 19 85

James H. H. H.
Secretary of State



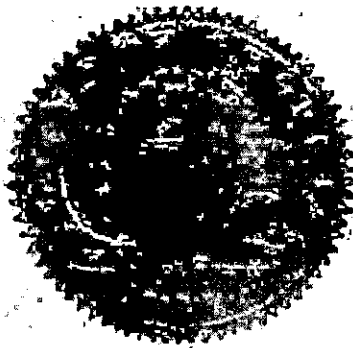
J. Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

based on a diligent search of the records on file in this office, I find that the name of the following foreign corporation,

"QUI-TRIP CORPORATION"

is not identical with or deceptively or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time this certificate is void.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 22nd day of November in the year of our Lord One Thousand Nine Hundred and Eighty Five and of the Independence of the United States of America the Two Hundred and Ten.

J. Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

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

Business Address: 5129 Mercer University Drive, Macon, GA 31210

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

Granted

Sheriff, Macon-Bibb County, Georgia
1C561778CDEE414...

10/23/2023

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date _____

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 10/30/2018 (Date)  (Initials)

Comments

After review of application, legal recommends approval.

Initials

 Stephanie Freeman, Administrative Office Specialist

Added to the November 7th Pre-Commission Meeting



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

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
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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 of 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.

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 92-3693595 State Tax ID #: 20290606432Business Name: Board and Brush Creative Studio Macon Corporate and Trade Name: AllenSelfCo, LLCLocal Business Address: Suite 187, 6255 Zebulon Rd., Macon, GA 31210
(P.O. Box Not Allowed) City State ZipMailing Address: 2335 Pate Road, Juliette GA 31046
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 228-2186 Email Address: macon@boardandbrush.comContact Person: Tonya S. Allen Contact Phone #: (478) 335-4604**AGENT**Agent's Name: Tonya S. Allen Agent's Title: President**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: T Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: ALLENSELF CO, LLC
 DBA Name: BOARD AND BRUSH CREATIVE STUDIO MACON
 Business Type: LLC

Address Information

Location Address: 6255 ZEBULON RD STE 180 MACON GA 31210-8072

Alcohol License Information

License Type: Consumption on Premises
 Start Date: 10-03-2023
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Regional Economic Assistance Program: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees	Fee Amount
Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
	<u>\$1,500.00</u>

Licensee Information

Licensee Type: Individual
 Licensee Name: ALLEN, TONYA

Additional Information

Primary NAICS: 541430

Officers	Officer or Responsible Party
ALLEN, TONYA S.	Both
ALLEN, DUSTIN G.	Both
ALLEN, TONYA S.	Both

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):	<u>Tonya Self Allen</u>



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



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

Tonya Allen
Signature

Sept 6, 2023
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

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):	Dustin G. Allen ^{aylin}

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

Dustin G. Allen
Signature

09/07/2023
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 Handler's 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.
OR
 2) ☐ I am a legal permanent resident of the United States.
OR
 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is _____.

The undersigned Agent 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.

The secure and verifiable document provided with this affidavit can best be classified as GA Driver's License.

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.

I hereby declare under penalty of perjury that the foregoing is true and correct.

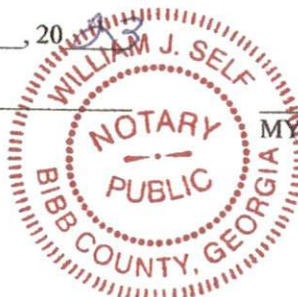
Printed Name of Applicant: Dustin G. Allen

Signature of Applicant: *Dustin G. Allen*

Executed in Macon, Georgia
 (City) (State)

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7th DAY OF Feb, 2022
William J. Self
 NOTARY PUBLIC MY COMMISSION EXPIRES 2/13/2026



We have in-house Notary service available for Business License documents only.
Affidavits must be signed in the presence of the Notary with proper identification.

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: AllenSelfCo, LLC d/b/a Board and Brush Creative Studio Macon

Printed Name of Applicant: Tony S. Allen, President

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 6 DAY OF Sept., 20 23.

Jasmine W Barnes
 NOTARY PUBLIC



03/11/2025
 MY COMMISSION EXPIRES

MEASUREMENT FORM

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

APPLICANT: TONYA S ALLEN
PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES
BUSINESS LOCATION: 6255 ZEBULON RD.
BUSINESS NAME: BOARD AND BRUSH CREATIVE STUDIO 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)

☒ X 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 ☒ X Not Applicable

By:

John W. Hayes for
F. Charles Brooks - Macon-Bibb County Engineer

Date:

9/8/23

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.

Board and Brush Creative Studios Macon

#6255 Zebulon Road, Suite 180

27,700' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

25,200' — MHA housing unit property line

Martin Place

OK!

Paul A. Hornowski
September 6, 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
131579	463587	Print Legal Ad-IPL01382960 - IPL0138296		\$46.36	1	29 L

Attention: William Self

William Self
P.O. Box 146
Macon, GA 31202-0146

wjself2@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER AND WINE

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 September 15, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as AllenSelf-Co, LLC d/b/a Board and Brush Creative Studio Macon, Suite 180, 6255 Zebulon Rd., Macon, GA 31210. 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 September 8, 2023. William J. Self, Applicant
IPL0138296
Sep 8,15 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:

09/08/23, 09/15/23

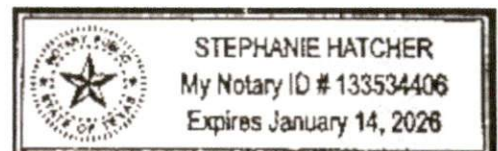
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

William J. Self

Sworn to and subscribed before me this 15th day of September 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-2023-2014	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 09/06/2023
ISSUED TO NAME:	WILLIAM SELF AllenSelfCo, LLC DBA Board and Brush	
PROPERTY OWNER'S NAME:	MACON PLANTATION LLC ETAL C/O RIVERWOOD PROP	
PROPOSED USE:	New Business Application art studio	
ADDRESS OF PROPOSED USE:	6255 ZEBULON RD suite 180	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	I005-0565	ZONING DISTRICT: PDE

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate an art studio with alcohol consumed on premises in an existing multi-tenant commercial building. 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: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 09/06/2024

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.



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	AllenSelfCo, LLC	Control Number:	23028576
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2335 Pate Road, Juliette, GA, 31046-3714, USA	Date of Formation / Registration Date:	1/31/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **WILLIAM J SELF**
Physical Address: **171 Westchester Dr, Macon, GA, 31210-7523, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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: BOARD AND BRUSH CREATIVE STUDIO MACON Name of Corporation: AllenSelfCo, LLC

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

Individual:

Name and Title: Dustin Allen - VP 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: 2
 - ☒ Member holding 50% 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: Tonya S. Allen

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: BOARD AND BRUSH CREATIVE STUDIO MACON Name of Corporation: AllenSelfCo, LLC

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

Individual:

Name and Title: Tonya Allen, President 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: 2
 - ☒ Member holdings 50 % 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: Dustin G. Allen



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: Tonya Last Name: Allen

- ☒ 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.
- ☒ Two current Color (passport size) photographs of applicant.
- ☐ \$25 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

Sept 6, 2023
Date

I hereby certify that Tonya Allen 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 6 day of Sept., 2023

Jasmine W Barnes
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

TONYA S ALLEN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-08-02

Serial No.

cert_45mj5947





Tonya Allen



AH001065

ALCOHOL HANDLER

EXP: 12/31/2024

Alcohol Handler's License

APPLICANT INFORMATION

First Name: DUSTINLast Name: ALLEN

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.

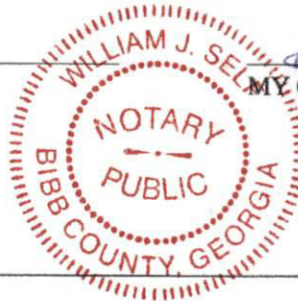
Dustin G. Allen
Applicant's Signature

09/07/2023
Date

I hereby certify that Dustin G. Allen 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 7th day of Sept, 2023

William J. Selby
NOTARY PUBLIC



2/17/2026
MY COMMISSION EXPIRES

2/13/2026

Application Processed by: _____

License Number #: _____



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

DUSTIN ALLEN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-09-07

Serial No.

cert_v97m7dg4





Dustin Allen



AH001085

Alcohol Handler

EXP: 12/31/2024

LEASE AGREEMENT

PLANTATION VILLAGE

MACON, GA

by and between

MACON PLANTATION LLC

"Landlord"

and

ALLENSELF CO, LLC

"Tenant"

Aug 30, 2023 , 2023

TABLE OF CONTENTS

ARTICLE I	BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS	- 4
	Section 1.01 - <u>Basic Lease Provisions</u>	- 4
	Section 1.02 - <u>Significance of a Basic Lease Provision.</u>	- 6
	Section 1.03 - <u>Special Stipulations</u>	- 6
ARTICLE II	DEMISE OF PREMISES AND QUIET ENJOYMENT	- 6
	Section 2.01 - <u>Lease</u>	- 6
	Section 2.02 - <u>Use of Common Areas</u>	- 7
	Section 2.03 - <u>Construction/Possession</u>	- 7
	Section 2.04 - <u>Quiet Enjoyment</u>	- 7
	Section 2.05 - <u>Confirmation of Lease Term</u>	- 8
	Section 2.06 - <u>Failure of Tenant to Open</u>	- 8
	Section 2.07 - <u>Relocation of Tenant</u>	- 8
ARTICLE III	RENT	- 8
	Section 3.01 - <u>Fixed Minimum Rent</u>	- 8
	Section 3.02 - <u>Percentage Rent or Reports by Tenant</u>	- 9
	Section 3.03 - <u>Security Deposit</u>	- 9
	Section 3.04 - <u>Additional Rent</u>	- 9
	Section 3.05 - <u>Past Due Rent</u>	- 9
	Section 3.06 - <u>Insufficient Funds</u>	- 9
ARTICLE IV	COMMON AREAS AND OPERATING COSTS	- 9
	Section 4.01 - <u>Operating Costs</u>	- 10
	Section 4.02 - <u>Audit Rights, Waiver and Acceptance</u>	- 10
ARTICLE V	RESERVED	- 11
	Section 5.01 - <u>Intentionally Deleted</u>	- 11
ARTICLE VI	UTILITIES	- 11
	Section 6.01 - <u>Utility Services</u>	- 11
ARTICLE VII	INSTALLATION, MAINTENANCE, OPERATION AND REPAIR	- 11
	Section 7.01 - <u>Tenant Installation</u>	- 11
	Section 7.02 - <u>Maintenance By Tenant</u>	- 12
	Section 7.03 - <u>Mechanic's Liens</u>	- 13
	Section 7.04 - <u>Use of Roof</u>	- 13
	Section 7.05 - <u>Signs, Awnings and Canopies</u>	- 13
	Section 7.06 - <u>Tenant Shall Discharge All Liens</u>	- 13
	Section 7.07 - <u>Surrender of Premises</u>	- 14
	Section 7.08 - <u>Maintenance by Landlord</u>	- 14
ARTICLE VIII	OPERATING RULES AND REGULATIONS	- 14
	Section 8.01 - <u>Use, Operation - Hours and Retail Restriction</u>	- 14
	Section 8.02 - <u>Rules and Regulations</u>	- 14
	Section 8.03 - <u>Americans with Disabilities Act Compliance</u>	- 14

ARTICLE IX	INSURANCE	- 15
	Section 9.01 - <u>Tenant's Coverage</u>	- 15
	Section 9.02 - <u>Increase in Fire Insurance Premium</u>	- 16
	Section 9.03 - <u>Hazardous And Toxic Materials</u>	- 17
	Section 9.04 - <u>Indemnification</u>	- 18
	Section 9.05 - <u>Waiver of Right of Recovery</u>	- 19
ARTICLE X	CASUALTY OR CONDEMNATION	- 19
	Section 10.01 - <u>Fire, Explosion or Other Casualty</u>	- 19
	Section 10.02 - <u>Landlord's and Tenant's Work</u>	- 19
	Section 10.03 - <u>Condemnation</u>	- 19
	Section 10.04 - <u>Condemnation Award</u>	- 19
ARTICLE XI	DEFAULT AND REMEDIES	- 20
	Section 11.01 - <u>Default</u>	- 20
	Section 11.02 - <u>Rights and Remedies</u>	- 20
	Section 11.03 - <u>Bankruptcy</u>	- 22
ARTICLE XII	TRANSFERS, ASSIGNMENT AND SUBLETTING	- 22
	Section 12.01 - <u>Assignment and Subletting</u>	- 22
	Section 12.02 - <u>Voting Control</u>	- 22
	Section 12.03 - <u>Dissolution of Partnership</u>	- 23
ARTICLE XIII		- 23
	Section 13.01 - <u>Right of Entry</u>	- 23
ARTICLE XIV	TENANT'S PROPERTY	- 23
	Section 14.01 - <u>Taxes</u>	- 23
	Section 14.02 - <u>Notices by Tenant</u>	- 23
ARTICLE XV	SUCCESSION TO LANDLORD'S INTEREST	- 23
	Section 15.01 - <u>Attornment</u>	- 23
	Section 15.02 - <u>Subordination</u>	- 23
	Section 15.03 - <u>Estoppel Certificate</u>	- 24
ARTICLE XVI	SURRENDER OF PREMISES	- 24
	Section 16.01 - <u>Surrender of Premises</u>	- 24
	Section 16.02 - <u>Holding Over</u>	- 24
ARTICLE XVII	MISCELLANEOUS	- 24
	Section 17.01 - <u>Waiver</u>	- 24
	Section 17.02 - <u>Accord and Satisfaction</u>	- 24
	Section 17.03 - <u>Entire Agreement</u>	- 24
	Section 17.04 - <u>No Partnership</u>	- 24
	Section 17.05 - <u>Notices</u>	- 25
	Section 17.06 - <u>Captions and Section Numbers</u>	- 25
	Section 17.07 - <u>Tenant Defined, Use of Pronoun</u>	- 25
	Section 17.08 - <u>Broker's Commission</u>	- 25
	Section 17.09 - <u>Partial Invalidity</u>	- 25
	Section 17.10 - <u>Execution of Lease</u>	- 25
	Section 17.11 - <u>Recording</u>	- 25
	Section 17.12 - <u>Applicable Law</u>	- 25

Section 17.13 - <u>Time is of the Essence</u>	- 25
Section 17.14 - <u>Successors and Assigns</u>	- 25
Section 17.15 - <u>Survival of Obligations</u>	- 25
Section 17.16 - <u>Counterclaim and Jury Trial</u>	- 26
Section 17.17 - <u>Representations</u>	- 26
Section 17.18 - <u>Limitation of Liability</u>	- 26
Section 17.19 - <u>Attorney's Fees</u>	- 26
Section 17.20 - <u>Inability to Perform</u>	- 26
Section 17.21 - <u>Landlord's Lien</u>	- 26
Section 17.22 - <u>Prohibited Persons and Transactions</u>	- 26
Section 17.23 - <u>Riverwood Properties Contact Information</u>	- 27
Section 17.24 - <u>Request for Taxpayer Identification Number & Certification</u>	- 27

EXHIBITS

Exhibit "A"	Legal Description	-29
Exhibit "B"	Site Plan	-30
Exhibit "C"	Confirmation of Lease Term	-31
Exhibit "D"	Certificates/Declarations	-32
Exhibit "E"	Landlord s Work	-33
Exhibit "F"	Tenant s Work	-34
Exhibit "F-1"	Contractor's Affidavit of Final Payment and Release of Lien	-36
Exhibit "G"	Rules and Regulations	-37
Exhibit "H"	Sign Criteria	-40
Exhibit "I"	Special Stipulations	-41
Exhibit "J"	Equipment Maintenance Policy	-42
Exhibit "K"	HVAC Maintenance Agreement	-43
Exhibit "L"	Contact Information	-44
Exhibit "M"	Request for Taxpayer Identification Number and Certification	-45
Exhibit "N"	Landlord Lien	-46
Exhibit "O"	Form of New Tenant Checklist	-47
Exhibit "P"	Form of Guaranty	-48
Exhibit "Q"	Form of ACH	-54
Exhibit "R"	Insurance Requirements	-55
Exhibit "S"	SNDA	-59
Exhibit "T"	Conditional Assignment	-63
Exhibit "U"	Consent and Agreement to Landlord	-63
Exhibit "V"	Landlord Sample Insurance	-63

ARTICLE I**Section 1.01 - Basic Lease Provisions.**

- (A) DATE: Aug 30, 2023, 2023
- (B) LANDLORD: **MACON PLANTATION LLC**
- (C) LANDLORD'S ADDRESS: 3350 Riverwood Parkway
Suite 450
Atlanta, Georgia 30339
- (D) TENANT: **ALLENSELF CO, LLC**
- (E) ADDRESS OF TENANT: 6255 Zebulon Road
Suite 180
Macon, Georgia 31210
- (F) TENANT'S NOTICE ADDRESS: 2335 Pate Road
Juliette, Georgia 31046
- FRANCHISOR'S NOTICE ADDRESS: Board and Brush Creative Studio Franchising, LLC
117 Hill Street
Hartland, Wisconsin 53029

(G) PERMITTED USE: The Premises may be used only for the following purpose and for no other purpose: to operate a creative art studio that offers, among other things, in-person and virtual instructional workshops for making high quality, hand-painted wood signs and other specialty items, pre-made wood projects and at-home project kits. Therefore, Tenant shall use the premises for the purpose of operating a "Do-it-Yourself" wood sign workshop which will employ paint and stains to create wood décor products. The wood preparation during the process may involve knocking sounds when products are assembled. Without in any way broadening the scope of its permitted use of the Premises, Tenant hereby agrees not to violate any restrictive covenants or tenant exclusives with respect to the Shopping Center and agrees that its use of the Premises shall be subject to and shall not violate any such covenants and exclusives. Tenant acknowledges that this Lease is a Shopping Center Lease and that Landlord has selected the use of Tenant and the other tenants within the Shopping Center based on the synergy and tenant mix. Therefore, any change in use shall constitute a material default hereof, which will entitle Landlord to any and all rights and remedies provided in this Lease, at law or in equity.

(H) TENANT'S TRADE NAME: **BOARD & BRUSH CREATIVE STUDIOS**
MACON

(I) SHOPPING CENTER: The term "Shopping Center" means all that certain land and all buildings, improvements, equipment and facilities erected thereon known as **Plantation Village** (which shopping center name may be changed or modified by Landlord at any time in its sole discretion), located in **Macon, Bibb County, in the state of Georgia**, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, as same may be altered, expanded or reduced from time to time at the discretion of Landlord.

(J) PREMISES: That portion of the Shopping Center cross-hatched on the Site Plan attached hereto as Exhibit "B" and designated as Space Number **180** the parties agree that said Premises containing approximately **1,229** square feet of Gross Leasable Area ("GLA") (measured from the outside of any exterior walls and from the center of any common demising walls).

(K) LEASE YEAR: The first Lease Year of the term hereof shall commence upon the Rental Commencement Date. If the Rental Commencement Date, however, shall not fall upon the first day of a calendar month, then the first Lease Year shall be the period of time from said Rental Commencement Date to the end of the month in which said Rental Commencement Date shall occur plus the following twelve (12) calendar months. Each Lease Year thereafter shall be a successive period of twelve (12) calendar months.

(L) LEASE TERM/RENTAL COMMENCEMENT DATE: This Lease shall be binding upon the parties as of the date hereof with the term of the Lease (herein sometimes referred to as the "Lease Term") extending for a period of **Sixty-Two (62)** Lease Months from the earlier of **One Hundred and Twenty (120)** days after the Premises have been turned over to Tenant for Tenant to perform Tenant's Work as provided in Exhibit F or the date Tenant opens for business (said date being herein sometimes referred to as the "Rental Commencement Date" or the "Commencement Date"). Tenant shall provide evidence of insurance within 10 days of Lease Execution. Non receipt of the Insurance Certificate shall be an event of default under the Lease but shall not delay the Premises Delivery Date. Should Tenant not deliver Insurance Certificate within ten (10) days following Lease Execution, Premises Delivery Date in Exhibit D shall automatically be set for ten (10) days following Lease Execution.

Upon delivery of Premises to Tenant, Tenant shall execute Exhibit "D", Certifications/Declarations.

Upon determination of the Rental Commencement Date as provided for herein, Tenant shall execute Exhibit "C", Confirmation of Lease Term.

(M) OPTION PERIOD(S): Provided that Tenant has at all times complied with the terms of this Lease, Tenant shall have the option to renew this Lease for an additional **Five (5)** years at the expiration of the Lease Term (the "First Option Period") by giving Landlord written notice of its intent to exercise the option of renewal at least one hundred eighty (180) days prior to the expiration of the Lease Term.

(N) FIXED MINIMUM RENT:

Lease Month(s)	Annual Minimum Rent	Monthly Minimum Rent	Rate Per SF
1-2	\$0.00	\$0.00	\$0.00
3-12	\$22,122.00	\$1,843.50	\$18.00
13-24	\$22,785.66	\$1,898.81	\$18.54
25-36	\$23,469.23	\$1,955.77	\$19.10
37-48	\$24,173.31	\$2,014.44	\$19.67
49-60	\$24,898.51	\$2,074.88	\$20.26

Lease Month(s)	Annual Minimum Rent	Monthly Minimum Rent	Rate Per SF
61-62	\$25,645.46	\$2,137.12	\$20.87
First Option Period			
63-74	\$26,414.82	\$2,201.24	\$21.49
75-86	\$27,207.27	\$2,267.27	\$22.14
87-98	\$28,023.49	\$2,335.29	\$22.80
99-110	\$28,864.19	\$2,405.35	\$23.49
111-122	\$29,730.12	\$2,477.51	\$24.19

(O) PERCENTAGE RENT RATE: Not Applicable.

(P) COMMON AREA MAINTENANCE, INSURANCE AND REAL ESTATE TAX EXPENSE: First initial Calendar Year estimate is **\$4.56** per square foot of floor area in the Premises.

(Q) WATER CHARGE: If the Premises is separately metered, Tenant shall pay directly to the water authority its cost for water for the Premises. If the water utility for the Premises is not separately metered, then Landlord may install a submeter and shall be granted entry to install and read same and tenant shall pay such costs directly to the Landlord as Additional Rent on a monthly basis. At Landlord's option, if the cost for water is included in Operating Costs, Landlord shall have the right to exclude the cost for water from Operating Costs and bill water separately. If the cost for water is not included in Operating Costs, Landlord shall have the right to begin including the cost in Operating Costs and cease billing it separately.

(R) PREPAID RENT: Two Thousand Three Hundred Ten & 52/100 (**\$2,310.52**) shall be due at lease execution and applied to the first month's rent then due. Tenant shall pay Landlord with a cashier's check.

(S) SECURITY DEPOSIT: Two Thousand Seven Hundred & NO/100 (**\$2,700.00**) shall be due at lease execution. Tenant shall pay Landlord with a cashier's check.

(T) GUARANTOR(S) Simultaneously with the execution of this Lease, **(1) Dustin G. Allen & (2) Tonya S. Allen** ("Guarantor(s)") shall deliver a guaranty of this Lease in the form attached hereto as Exhibit "P".

(U) ADDRESS OF GUARANTOR(S): (1)(2) **2335 Pate Road**
Juliette, Georgia 31046

(V) TENANT ALLOWANCE: Landlord shall provide to Tenant an allowance of Ten & NO/100 Dollars (**\$10/SF**) per square foot ("Tenant Allowance") to be used for Tenant's Work, subject to the terms of this Lease, including but not limited to, Section 2.03 and Exhibit "F". The Tenant Allowance is to be used for the sole purpose of offsetting the costs of constructing Tenant's improvements to the Premises ("Tenant's Work"). Tenant's Work shall not include furniture,

trade fixtures and equipment ("Personal Property"). Tenant Allowance shall not exceed the total cost of Tenant's Work. Landlord shall remit payment of said allowance within thirty (30) days of the last of the following to occur: (i) completion of Tenant's construction and store opening, (ii) submission of a general release of liens from Tenant's general contractor, (iii) submission of an invoice from Tenant, (iv) submission of the Certificate of Occupancy (v) submission of the required insurance certificate, (vi) submission of HVAC Maintenance Agreements (as described herein in Exhibit K hereto) and (vii) submission of Confirmation of Lease exhibit. If this Lease is terminated by reason of Tenant's default, Tenant shall pay to Landlord a sum equal to the unamortized portion of the Allowance, such amortization to be calculated as of the effective date of termination on a straight-line basis over the Lease Term. If Tenant fails to submit allowance request along with the required documentation above within one hundred eighty (180) days after Rental Commencement, Landlord shall have no further obligation to pay the allowance and Landlord shall be released of any further obligation for the Tenant Allowance.

(W) DELIVERY OF POSSESSION: Landlord shall use good faith efforts to cause the Premises to be delivered with Landlord's Work substantially complete on or before **10 days following Lease Execution**. However, so long as Landlord continues to use good faith efforts to complete Landlord's Work, failure to deliver the Premises by such date shall not constitute a default by Landlord.

(X) PAYMENT OF FIXED MINIMUM RENT AND ADDITIONAL RENT: Tenant shall be required to pay all amounts due under the Lease via ACH through Tenant's bank. Tenant shall complete the form upon Lease execution and provide updated forms should Tenant change banks. Should amounts not be received timely pursuant to the terms of this Lease, all penalties and late fees provided herein shall apply. The ACH form to be completed by Tenant is in Exhibit "P".
Q

Section 1.02 - Significance of a Basic Lease Provision. Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease Provisions shall be construed in connection with and limited by any such reference.

Section 1.03 Special Stipulations. The Special Stipulations, if any, attached hereto are by this reference made a part hereof and shall control in the event of any conflict with any other provisions of this Agreement. Special Stipulations, if any, are contained on Exhibit "I" attached to this Lease.

ARTICLE II DEMISE OF PREMISES AND QUIET ENJOYMENT

Section 2.01 - Lease. Landlord owns or controls the land described on Exhibit "A" and outlined on the Site Plan attached hereto as Exhibit "B", together with that certain building and improvements thereon depicted, all of which may from time to time at Landlord's election, constitute the Shopping Center. In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases the Premises to Tenant, and Tenant rents same for the Lease Term, in order that Tenant shall continuously operate its retail business thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Shopping Center. The Premises shall include only the appurtenances

specifically granted in this Lease with Landlord specifically excepting and reserving for itself, the roof, the air space above the roof, the space below the floor, the space above the drop ceiling, the exterior portions of the Premises (other than the storefront including glass and doors), and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Premises. Tenant shall have the right to utilize portions of the space above the ceiling during construction of the Premises in accordance with Tenant's construction obligations under Section 2.03 and Exhibit "F" hereof and at such other times as may be necessary with Landlord's prior written consent. Landlord agrees that where possible all work in the Premises shall be performed in a manner which shall not unreasonably interfere with the normal business operations of Tenant. This Lease does not grant any legal rights to "light and air" outside the Premises nor any particular view visible from the Premises, nor any easements, licenses or other interest unless expressly contained in this Lease.

Section 2.02 - Use of Common Areas. The use and occupation by Tenant of the Premises shall include a revocable non-exclusive license to use for their intended purposes in common with the others entitled thereto the Common Areas, as same may be designated from time to time by the Landlord, subject, however, to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by Landlord. The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Shopping Center and designated by Landlord for the general use, in common, of occupants of the Shopping Center, including Tenant, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, drainage and plumbing systems, canopies, ramps, landscaped areas and other similar facilities available for common use which may from time to time exist. Landlord shall have no obligation to permit any of the Common Areas to be operated beyond the hours designated by Landlord. All Common Areas shall be controlled and deemed within the sole purview of Landlord and if the amount of the Common Areas shall be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such diminution of the Common Areas be deemed constructive or actual eviction. Landlord reserves the right at any time to relocate or reconfigure the building, automobile parking areas and other Common Areas; to change the number of buildings, buildings dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies, and the right to construct other buildings or improvements in the Shopping Center from time to time and to construct double-deck or elevated parking facilities, provided only that the general location and size of the Premises, reasonable access to the Premises and the parking facilities shall not be materially, adversely impaired.

Section 2.03 - Construction/Possession. Landlord and Tenant hereby agree that Tenant's taking possession of the Premises shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Except for Landlord's construction obligations, if any, set forth in Exhibit "E" attached hereto and made a part hereof ("Landlord's Work"), Tenant agrees that it will accept possession of the Premises in an "as is" condition and that no representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives. Similarly, Tenant hereby acknowledges that no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives other than as specifically set forth herein. Tenant further agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Shopping Center or that Tenant has any exclusive right to sell merchandise of any type and character (it being agreed and understood that Landlord

shall have the right to lease other space in the Shopping Center to tenants selling merchandise similar to the merchandise to be sold by Tenant). Tenant shall perform all of Tenant's Work in the Premises in accordance with plans and specifications approved by Landlord which shall be submitted to Landlord within thirty (30) days from the date of Lease or as extended in Exhibit "F" of this Lease and shall thereafter install such stock, fixtures and equipment and perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening and continuous operation of its business thereon. The scope of Tenant's work in preparing the Premises for business is outlined in Exhibit "F" attached hereto and made a part hereof ("Tenant's Work"). Should the specifications as provided for herein not be provided for as of the date hereof, Tenant shall provide such plans no later than thirty (30) days after execution of this Lease or as extended in Exhibit "F". Tenant's early entry in the Premises shall be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Rental Commencement Date had occurred, except for the payment of Fixed Minimum Rent which shall commence upon the Rental Commencement Date. Tenant shall observe and perform all of its obligations under this Lease and shall pay charges for temporary water, heating, cooling and lighting from the date upon which the Premises are made available to Tenant for its work (or from the date when Tenant commences to perform its said work, if earlier) until the Rental Commencement Date. Upon delivery of possession of the Premises to Tenant, Tenant shall provide insurance as provided for in Section 9.01.

Section 2.04 - Quiet Enjoyment. Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord hereunder and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises and the appurtenances throughout the Lease Term without interference by Landlord, subject, nevertheless, to the other terms and provisions of this Lease and to any deeds of trust, mortgages or other matters to which the Shopping Center is subject.

Section 2.05 - Confirmation of Lease Term. Landlord and Tenant shall execute and deliver a written statement in form attached as Exhibit "C" hereto and by this reference made a part hereof specifying the Rental Commencement Date and expiration date of the Lease Term when such dates become available. If Tenant fails to timely execute said statement after ten (10) days' notice from Landlord, Landlord may provide written notice to Tenant specifying the Rental Commencement Date, which statement shall be conclusive evidence of the Rental Commencement Date. Such statement shall not be placed of record nor recorded except with Landlord's prior written consent.

Section 2.06 - Failure of Tenant to Open. Tenant hereby covenants to open for business to the general public fully fixtured, stocked, and staffed, on the Rental Commencement Date. In the event that Tenant fails to open the Premises for business fully fixtured, stocked, and staffed within thirty (30) days after the Rental Commencement Date, then Landlord shall have, in addition to any and all other rights and remedies herein provided, the right at its option to collect not only the Fixed Minimum Rent but additional rent at the rate of 1/360th of the annual Fixed Minimum Rent for each day in which Tenant shall not have opened for business to the general public in strict accordance with the terms and provisions of this Lease, Tenant agreeing that such sum is a reasonable estimate of Landlord's damages for the loss of additional business to the Shopping Center as the result of Tenant's failure to timely open.

In the event Tenant is not open for business continuously for one-hundred eighty (180) days during the Lease Term, Landlord shall have the right to terminate this Lease by giving thirty (30) days advance written notice to Tenant.

Section 2.07 - Relocation of Tenant. Landlord hereby reserves the right, at its sole option and upon giving at least sixty (60) calendar days written notice in advance to Tenant, to transfer and remove Tenant from the Premises from time to time to any other available space in the Shopping Center of substantially equal area, which space shall, once Tenant has been relocated therein, be deemed the "Premises" for purposes of this Lease. Landlord agrees to bear the expense of such transfer and removal, as well as the expense of any renovations or alterations which are necessary to make the new space conform substantially in layout and appointment to the Premises. Failure of Tenant to cooperate with Landlord pursuant to this provision and to remove itself from the Premises shall constitute an event of Default pursuant to this Lease and shall, in addition to other remedies of Landlord provided by this Lease, permit Landlord to enter the Premises and to remove Tenant and its property therefrom and to relocate Tenant and its property in and to the new space provided by Landlord pursuant to this provision, all without being liable to Tenant in any manner whatsoever for such acts, except for the expenses which are expressly provided in this paragraph to be paid by Landlord. Notwithstanding the foregoing, Tenant may, within ten (10) days following its receipt of notice of relocation from Landlord, elect by written notice to Landlord to terminate this Lease effective thirty (30) days after the date of Tenant's notice; provided that Tenant's notice of termination shall be rendered null, void, ineffective and of no force or effect if Landlord notifies Tenant, within ten (10) days of its receipt of Tenant's notice, that it withdraws its exercise of its relocation right relative to Tenant and the Premises. In the event of any termination of this Lease by Tenant pursuant to this Section, each Party shall be relieved of all further rights, duties, liabilities or obligations under and with respect to this Lease, except that no such termination shall relieve Tenant of any liability or obligation, whether for payment of Rent or otherwise, which shall be payable or shall have accrued or be owing prior to the effective date of such termination (such liability to survive any such termination). Any relocation shall be subject to approval by Franchisor, which approval shall not be unreasonably withheld or delayed.

ARTICLE III RENT

Section 3.01 - Fixed Minimum Rent. During the entire Lease Term, Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, without any prior demand and without any deduction or setoff whatsoever, the Fixed Minimum Rent as provided in Section 1.01; it being agreed that Tenant's covenant to pay Fixed Minimum Rent as well as all other Rent hereunder is a separate and distinct covenant of Tenant and is not conditioned upon the performance of any other terms or provisions of this Lease. The payment of Fixed Minimum Rent by Tenant to Landlord shall be made in advance on the first day of each calendar month during the Lease Term. Fixed Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis. The payment of Fixed Minimum Rent by Tenant to Landlord shall be made in advance on the first day of each calendar month during the Lease Term except that the first (1st) installment of Fixed Minimum Rent and any Additional Rent (defined in Section 3.03 below) payable hereunder shall be paid by Tenant to Landlord upon execution hereof; it being agreed that in the event of a default by Tenant hereunder, such prepaid rent may be, at Landlord's option (in addition to all other rights and remedies of Landlord set forth herein), be applied against any sums which are outstanding to Landlord.

Section 3.02 - Reports by Tenant Upon Landlord's request, Tenant shall submit to Landlord on any calendar year during the Lease Term at the place then fixed for the payment of Fixed Minimum Rent a written statement signed by Tenant, and certified by it to be true and correct,

showing in accurate detail the amount of Gross Receipts for the preceding calendar year and from the beginning of the Lease Year to the end of said previous calendar year or portion thereof. The annual statements referred to in this Section shall be in such form and style and contain such details and breakdowns as Landlord may reasonably require. "Gross Receipts" means the actual sales prices or rentals of all goods, wares and merchandise (including food and beverages) sold, leased, licensed or delivered and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, trade-ins or otherwise, without reserve or deduction for inability or failure to collect.

Section 3.03 - Security Deposit. Tenant has concurrently with the execution of this Lease deposited with Landlord the sum set forth in Section 1.01 (the "Security Deposit") as security for the full performance of every provision of this Lease by Tenant. Landlord may apply all or any part of the Security Deposit to cure any default by Tenant hereunder or for the payment of any amounts past due in excess of sixty (60) days and Tenant shall promptly restore to the Security Deposit all amounts so applied upon invoice. If Tenant shall fully perform each provision of this Lease, any portion of the Security Deposit which has not been appropriated by Landlord in accordance with the provisions hereof shall be returned to Tenant without interest within thirty (30) days after the expiration of the Lease Term. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Premises, in the event that such interest is sold or transferred, and, in the event the purchaser or transferee assumes the obligations of Landlord, thereupon Landlord shall be discharged from any further liability with respect to such deposit and this Lease. If Landlord deposits the Security Deposit in an interest-bearing account, all interest earned thereon shall accrue to and be payable to Landlord. If Tenant's check for the Security Deposit shall not be paid when first processed, Landlord may, at Landlord's option, immediately terminate this Lease.

Section 3.04 - Additional Rent. In addition to Fixed Minimum Rent, all other payments, including, but not limited to, Percentage Rent (if applicable), Tenant's Proportionate Share of Operating Costs and its contribution to the Promotion and Advertising Fund, if applicable, shall be deemed to be and shall become "Additional Rent" hereunder whether or not designated as such, and shall be due and payable upon demand together with any interest thereon; it being agreed and understood that Landlord shall have the same rights and remedies for failure to pay Additional Rent as are granted to Landlord in connection with a non-payment by Tenant of Fixed Minimum Rent. Fixed Minimum Rent and Additional Rent are herein collectively referred to as "Rent". If Tenant shall fail to make any payment of Rent when due as required under the applicable provisions of this Lease, Tenant shall pay a processing fee and interest in accordance with Section 3.05 hereof and such amount shall become "Additional Rent" hereunder.

Section 3.05 - Past Due Rent. If Tenant shall fail to pay, on or before the first (1st) day of each month, or within 10 days thereafter any Rent or charges of the character described in Article III hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen (18%) percent per annum or the maximum interest rate permitted by law. Tenant shall also pay, as part of Additional Rent hereunder, a fee equal to the greater of (i) Fifty and No/100 (\$50.00) Dollars or (ii) Fifteen Percent (15%) of any past due Rent or charges of the character described in Article III hereof for processing of late payments. Any attorney's fees and costs of collection (not exceeding 15% of amounts due) incurred by Landlord as a result of Tenant's default under this Lease, including any failure to timely pay Rent or other charges due, shall likewise be considered Additional Rent. Should Tenant not pay Rent via ACH as provided in Section 1.01(X), and payments are not received timely in accordance with the terms of the Lease, Tenant will be charged late fees as provided for herein.

Section 3.06 – Insufficient Funds. Payment of rent with checks having insufficient funds constitutes a Default under the Lease. If the Tenant issues a check to the Landlord with insufficient funds more than once during the Lease Term, Landlord may require that all subsequent payments of Rent by the Tenant be paid in certified funds or by money order.

ARTICLE IV COMMON AREAS AND OPERATING COSTS

Section 4.01 - Operating Costs. During each month of the Lease Term, Tenant shall pay, along with its monthly installments of Fixed Minimum Rent and without demand, deduction or setoff, as Additional Rent to Landlord, Tenant's Proportionate Share of all costs incurred by Landlord in maintaining, repairing, replacing, roofing, operating, managing and insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder (herein sometimes referred to as the "Operating Costs"), including, without limitation, the total costs of operating, repairing, replacing, lighting, cleaning, maintaining, painting, landscaping, promoting, seasonal decorations, securing, managing and insuring the Shopping Center (it is agreed and understood that Landlord may self-insure or internally perform other functions relating to the Shopping Center included in Operating Costs, and, in such event, Landlord may include in Operating Costs the reasonable and competitive cost of such functions performed internally by Landlord); repairs, replacements or improvements to the Shopping Center which are designed to reduce Operating Costs for the Shopping Center or which are made necessary by any law or ordinance applicable to all or a portion of the Shopping Center ; paying all taxes, public charges and assessments of whatever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Shopping Center and the rents therefrom, including but not limited to all real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies, whether general or special, that are levied, charged or assessed against the Shopping Center by any lawful taxing authority whether federal, state, county, municipal, school or otherwise (other than income, inheritance and franchise taxes thereon) and the cost, if any, in using a service to manage or contest such taxes; the cost of any capital improvement made to the Common Areas of the Property that is required under the interpretations or regulations issued from time to time under the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* (such Act and the regulations and guidelines promulgated thereunder, as all of the same may be amended and supplements from time to time are referred to as the "ADA"), plus an administrative charge equal to fifteen (15%) percent of the foregoing costs. Landlord, at Landlord's option, may amortize any cost included in Operating Costs over a period of time designated by Landlord.

"Tenant's Proportionate Share" shall mean a fraction, the numerator of which shall be the GLA of the Premises and the denominator of which shall be the GLA of the Shopping Center. Tenant's Proportionate Share of Operating Costs shall be computed by multiplying Operating Costs by Tenant's Proportionate Share. Tenant shall pay Tenant's Proportionate Share of Operating Costs in advance based on estimates made by Landlord from time to time. Estimates shall be revised on or before March 31 of each Lease Year on the basis of actual Operating Costs for the preceding year of operations. Should Operating Costs be underestimated, Tenant shall pay any deficiency along with the payment of Minimum Rent next due and thereafter pay its adjusted proportionate share of Operating Costs in equal monthly installments as herein provided. Any excess payments shall be credited against the payments of Operating Costs next due. If the Term of this Lease has expired, any excess payments shall be refunded to Tenant or any deficiency paid to Landlord no later than April 30 of the year following the calendar year in which the Lease expired or was terminated.

Section 4.02 - Audit Rights; Waiver and Acceptance. Landlord shall maintain accurate records showing in detail all costs and expenses of which Tenant is required to pay a share for a period of two (2) Lease Years after the Lease Year in which such costs and expenses were incurred. Upon reasonable advance written notice, Landlord shall make such records available to Tenant during normal business hours at Landlord's principal place of business. Such inspection shall be at Tenant's sole cost and expense and shall be limited to determining the propriety of each item of expense and its allocation among tenants and Tenant and shall be further limited to one such inspection in any Lease Year. Failure by Tenant to exercise any audit right granted herein or Landlord to dispute any Tenant audit within the specified time period or the failure of either party to otherwise fail to contest or dispute the allocation of Additional Rent or Operating Costs prior to the later of (i) the end of the subsequent calendar year after the period for which any statement for Additional Rent or Operating Costs or fees is submitted to Tenant, or (ii) three (3) months from the delivery of the statement for Additional Rent or Operating Costs to Tenant:

- (a) is deemed a waiver of the applicable audit or dispute right and any right to contest the Additional Rent charges (undercharges or overcharges) for the applicable Lease year;
- (b) is deemed acceptance of the Additional Rent charges as submitted to and reviewed by Tenant; and
- (c) constitutes full release of Landlord by Tenant for any overcharges of Additional Rent more than one year old and a full release of Tenant by Landlord for any undercharging of Additional Rent more than one year old.

ARTICLE V PERCENTAGE RENT

Section 5.01 - Intentionally Omitted.

ARTICLE VI UTILITIES

Section 6.01 - Utility Services. Tenant shall make application for, obtain, pay for, and be solely responsible for, all utilities required, used or consumed in the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services, HVAC maintenance services, or any similar service (collectively the "Utility Services"). In the event that any charge for any utility supplied to the Premises is not paid by Tenant to the utility supplier when due, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, as Additional Rent, promptly upon demand. If the utilities are not separately metered, then Landlord may install submeters and shall be granted entry to install and read same on a regular basis. Any such submeter in the Premises shall be located to Tenant's reasonable satisfaction. If submetering any utility is not practicable, then Tenant shall pay for such utility service based on Landlord's reasonable estimate of Tenant's Share based on the size and use of the Premises. Additionally, if Landlord shall elect to supply any of the Utility Services, then Tenant shall pay to Landlord the cost of its utility consumption, along with the cost of installing separate metering devices, if necessary. Landlord agrees that the cost to Tenant of

any Landlord provided utility service shall not exceed the amount Tenant would have had to pay had it independently obtained said utility service from the local utility supplier. Landlord shall not be liable for any interruptions or curtailment in utility services to the Premises or the Shopping Center due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Shopping Center.

Landlord will provide dumpsters for use in the Shopping Center. Landlord will charge Tenant its share of such cost based upon a formula determined by Landlord to be a reasonable allocation of trash costs and invoice Tenant along with other charges. If trash costs are included in Operating Costs, Landlord shall have the right, at Landlord's option, to remove Trash Costs from Operating Costs and bill trash costs separately.

ARTICLE VII INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

Section 7.01 - Tenant Installation. Tenant shall, at Tenant's sole expense, install all trade fixtures and equipment required to operate its business (all of which shall be of first-class quality and workmanship). Subject to the next sentence, all trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not cause, contribute to, or result in Tenant's default hereunder; and further provided that Tenant shall at Tenant's sole expense promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property or trade fixtures of like or better quality. The term "trade fixtures" as used herein shall not include walls, doors, plumbing, carpeting, floor coverings, attached shelving, lighting fixtures or electric wiring (other than free standing lamps), wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason. Upon completion of Tenant's Work under Exhibit "F", Tenant shall not attach any fixtures or articles to any portion of the Premises nor make any alterations, additions, improvements, or changes or perform any other work whatsoever in and to the Premises, other than minor interior, cosmetic and decorative changes which do not exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars in the aggregate per Lease Year, without in each instance obtaining the prior written approval of Landlord.

Should Tenant make any penetrations in the roof, Tenant shall use Landlord's roof contractor to patch and repair any such penetrations and pay for the cost of any such work. In the event that any charge for any roof repair or patching is not performed by Tenant and Landlord directs its roof contractor to perform such work, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, as Additional Rent, promptly upon demand. Tenant understands that should Tenant not adhere to this requirement, Landlord's roof warranty may be jeopardized, and Tenant shall be liable for any such damage and repair.

For any restaurant, Tenant shall be required to waterproof the floor of its kitchen and shall be responsible to pay the cost to remediate any water intrusion into adjacent walls and spaces.

If there is a sprinkler system, Tenant shall in no way obstruct or modify such system without Landlord's written approval.

Tenant to provide Landlord with tenant plans within thirty (30) days after the later of Lease execution and the Landlord providing Tenant with CAD drawings.

Tenant to provide permitted plans for Landlord approval within sixty (60) days after Lease execution.

If there are smells in or about the Premises resulting from Tenant's use of the Premises, Tenant shall install a ventilation system in the Premises that will eliminate any such smells inside of and outside of the Premises.

If there are noises from the Premises resulting from Tenant's use of the Premises, Tenant shall provide soundproofing in the Premises that will eliminate any such sounds inside of and outside of the Premises.

Section 7.02 - Maintenance By Tenant. Except as provided in Section 7.06 hereof, Tenant shall, at Tenant's expense, at all times keep the Premises and appurtenances thereto in good order, condition, and repair, clean and sanitary, including the replacement of equipment, including without limitation, all mechanical, electrical, plumbing, heating, ventilating, and air conditioning systems servicing the Premises, fixtures, and all broken glass (with glass of the same size and quality) and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain at all times a clean and well-maintained appearance. In furtherance of the foregoing, Tenant shall obtain, as of the Rental Commencement Date, a maintenance contract, acceptable to Landlord in its reasonable judgment, for the maintenance of the heating, ventilating and air conditioning systems serving the Premises which contract shall provide at a minimum for semi-annual inspections and maintenance. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy such obligations of Tenant and Tenant shall reimburse Landlord, as Additional Rent, for the cost thereof promptly upon demand. Tenant shall maintain the Premises and make any and all additions, improvements, alterations, and repairs to or on the Premises (including, without limitation, all modifications to any fire sprinkler system located within the Premises), other than those required for the structural repair and maintenance of the roof, foundation, or exterior walls, which may at any time during the Lease Term be required or recommended by any lawful authorities, insurance underwriters, Inspection Rating Bureaus, or insurance inspectors designated by Landlord. Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations, or repairs. All such work shall be performed in a good and workmanlike manner. All of Tenant's Work and all such additions, improvements, and alterations thereto shall become the property of Landlord upon the expiration or earlier termination of the Lease Term. In furtherance of the foregoing, Tenant shall make all repairs and alterations to the portions of the Premises not specifically made Landlord's responsibility pursuant to Section 7.06 hereof which are necessary to cause the Premises to be in compliance with or remain in compliance with the ADA.

Tenant is responsible for the cleanliness of the sidewalk areas in front of and behind Tenant's Premises. Tenant shall keep these areas free of debris and shall promptly remove grease and other stains by pressure washing or other cleaning method. In the event that Landlord must clean these areas, Tenant shall reimburse Landlord for such cost of cleaning.

Tenant shall maintain the interior of the Premises in a first-class manner. Tenant will paint and change carpet as required in order to maintain a first-class premise.

Tenant shall reimburse Landlord for the cost of cleaning of any portion of the Shopping Center where the Tenant has left trash, debris or waste of any type.

Tenant shall adhere to the Equipment Maintenance Policy as defined in Exhibit "J".

Tenant shall use Landlord's recommended contractor as provided for in Schedule "K".

Tenant shall be required to provide quarterly pest and rodent extermination in and about the Premises and shall furnish Landlord with a copy of such service within thirty (30) days after Tenant opens for business.

Section 7.03. – Mechanic's Liens. All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises or the Shopping Center in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing thereof to Tenant (or earlier as necessary to prevent the forfeiture of the Shopping Center or any interest of Landlord therein or the imposition of any fine with respect thereto), either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time during the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Shopping Center or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. This indemnity provision shall survive termination or expiration of this Lease.

Section 7.04 – Use of Roof. The roof above the Premises is not part of the Premises and is exclusively reserved to Landlord, and Tenant shall not go on the roof nor install any antennae, satellite dish or other improvements on the roof without Landlord's prior written consent.

Section 7.05 - Signs, Awnings and Canopies. Tenant will not place or suffer to be placed or maintained on any door, wall or window of the Premises or inside the Premises so as to be visible outside the Premises, any sign, awning or canopy, or advertising matter or other thing of any kind,

and will not place or maintain any exterior lighting, or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's express written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering advertising matter or other thing as may be approved by Landlord in good condition and repair at all times and to see that same is in good taste and is consistent with the advertising or sign standards from time to time set by Landlord for the Shopping Center.

Tenant shall comply with the signage criteria set forth on Exhibit "H" attached hereto. Tenant shall be required to obtain all applicable permits. The size and location shall be approved in advance by Landlord. Upon termination of this Lease, Tenant shall be required to remove any and all signage and shall put the Premises and any and all signage areas back into the condition in which it was delivered, normal wear and tear excepted, including, but not limited to, properly patching the fascia and making it consistent with the existing fascia of the building. Landlord, at Landlord's option, may deduct Eight Hundred Dollars (\$800.00) from the Security Deposit to pay for the cost of removing the sign or if not available shall invoice the Tenant for such cost and Tenant shall pay Landlord no later than ten (10) days after receipt of such invoice.

Section 7.06 - Tenant Shall Discharge All Liens. Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interest therein within ten (10) days of filing, provided, that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord. Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics', laborers' or materialmen's lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be required by Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment including, upon request, a statutory payment bond. Upon final determination of such lien or such claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have physically received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant shall protect, defend, indemnify and save harmless Landlord, its employees, agents, contractors, successors and assigns, from and against any and all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien or the requisite removal of such lien in connection with, or arising out of Tenant's work, use occupancy or business at the Premises.

Section 7.07 - Surrender of Premises. Upon the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises in the same condition (subject to the removals hereinafter required) as the Premises were on the date Tenant opened the Premises for business to the general public, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant during the last thirty (30) days of the Lease Term shall remove all of its trade fixtures, and, to the extent required by Landlord by written notice, any other installation, alterations or improvements before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the Lease Term.

Section 7.08 - Maintenance by Landlord. Landlord shall keep the exterior supporting walls, the foundations, roof, and drain spouting of the Premises in reasonable repair, provided that Tenant shall promptly give Landlord written notice of the necessity for such repairs and provided that the damage thereto shall not have been caused by negligence of Tenant, its concessionaires, officers, agents, employees, licensees, contractors, or invitees; in which event Tenant shall be responsible therefor. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilating, electrical, air conditioning, or other mechanical installations therein. Landlord shall have no maintenance responsibility for the interior of the Premises including its walls.

ARTICLE VIII USE AND OPERATION OF PREMISES

Section 8.01 - Use, Operation - Hours and Retail Restriction. Tenant hereby covenants and agrees: (i) to operate in the Premises only under the Trade Name set forth in Section 1.01 and under no other name or trade name whatsoever without Landlord's prior written consent and (ii) to continuously use, occupy and operate the whole of the Premises for the retail sale of its goods or services in accordance with its Permitted Use and for no other purpose whatsoever, during such business hours maintained by similar business in the Shopping Center trade area, and (iii) to maintain reasonable inventories. Tenant shall operate in accordance with the Permitted Use and Preamble in Section 1.01(G) above. Tenant may operate its business on any day, including weekends and holidays.

Section 8.02 - Rules and Regulations. Tenant agrees to comply with and observe all of the construction rules and regulations and the operational rules and regulations attached hereto and by this reference made a part hereof. Tenant's failure to keep and observe said rules and regulations shall constitute a material breach of the terms and provisions of this Lease to the same extent as if such rules and regulations were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center. Landlord shall comply with all rules and regulations concerning Landlord's construction, maintenance and operation of the Common Areas of the Shopping Center. All rules and regulations promulgated by Landlord shall be reasonable in nature and shall be promptly complied with by Tenant upon Tenant's receipt of the same. See Exhibit "G" Rules and Regulations in place at Lease Execution.

Section 8.03 - Americans with Disabilities Act Compliance. The parties acknowledge that the ADA establishes requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Shopping Center depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primarily function area" or triggers "part of travel" requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as otherwise provided herein, and (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.

ARTICLE IX INSURANCE

Section 9.01 - Tenant's Coverage. Tenant shall keep in force, at Tenant's sole cost and expense, as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, the following insurance coverages with respect to the Premises:

(a) Comprehensive General Liability Insurance, on an occurrence basis, with minimum limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, medical expense of Five Thousand Dollars (\$5,000) for any one person and One Million Dollars (\$1,000,000) for personal injury. An excess liability or umbrella liability may be used to satisfy the per occurrence limit. If Tenant operates a restaurant, tavern or other establishment which sells or dispenses any drink or beverage containing alcohol, Tenant shall also carry Host Liquor Law

"special form" with replacement cost coverage and should include sprinkler leakage, water and sewer backup with a minimum limit of Fifty Thousand Dollars (\$50,000); and

(c) Boiler or Machinery Insurance covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Premises, in the amount of Five Hundred Thousand Dollars (\$500,000) or the property limit provided for above, if less; and

(d) Workmen's Compensation and Employers' Liability Insurance covering all employees of Tenant as required by laws of the state where the shopping center is located with Coverage A coverage "per statute" and Employers Liability limit of not less than \$500,000/\$500,000 / \$500,000; and

(e) Plate glass insurance covering the plate glass in the Premises.

(f) A minimum of six (6) months loss of income coverage.

(g) Tenant shall obtain and maintain (by endorsement to the general liability policy required to be maintained by Tenant hereunder or by separate policy) throughout the term of the Lease so called "liquor liability" or "dram shop" insurance (hereinafter sometimes referred to as "liquor liability insurance"), causing Landlord, and such other entities as Landlord shall designate from time to time, to be named insureds, in combined single limit coverage per occurrence of not less than TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS. Such liquor liability insurance shall (i) be written in form acceptable to Landlord, and its counsel, by a licensed insurance carrier in good standing in the State of Georgia acceptable to Landlord, and (ii) specifically include, without limitation, liability coverage for the violation of any governmental statute, ordinance, regulation or rule pertaining to the sale, gift, distribution or use of any alcoholic beverages, or liability by reason of the selling, serving or giving of alcoholic beverages to a minor or to a person under the influence of alcohol, or which causes or contributes to the intoxication of any persons. The aforementioned liquor liability insurance policies shall be for the mutual and joint benefit and protection of Landlord, Tenant, and such other entities as Landlord shall designate from time to time and executed copies of such policies of insurance or certificates thereof shall be delivered to the Landlord within ten (10) days prior to the delivery of possession of the Premises to Tenant, and thereafter within thirty (30) days prior to the term of each such policy. Additionally, all such insurance shall contain a provision stating that the Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant, its servants, agents, and employees. As often as any such policy shall expire or terminate, renewal or additional policies shall be maintained and procured by Tenant in like manner and like extent, subject at all times to the approval of Landlord and its counsel. All such insurance policies shall likewise contain a provision stating that the insurance carrier of said policies shall grant to Landlord thirty (30) days' prior written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. Notwithstanding the foregoing to the contrary, in the event Tenant shall fail to procure and/or maintain any insurance required by this Section 9.01(f), or fails to carry insurance required by law or governmental regulation, Tenant shall be deemed in default under this Lease and Landlord may, but shall not be required or obligated to, at any time (upon reasonable notice) procure such insurance and pay the premium therefor, in which event Tenant shall repay all sums so paid by Landlord, together with interest thereon as provided in this Lease, and any and all other incidental costs and expenses incurred by Landlord in connection therewith, within five (5) days after demand by Landlord or its designated representative or legal counsel.

In furtherance of the foregoing, Tenant hereby agrees and covenants to indemnify and hold Landlord, its servants, agents, employees, and representatives, wholly harmless from any and all claims, liabilities, losses, damages and expenses of whatever kind or nature, including, without limitation, court costs and attorney's fees, incurred by Landlord in connection with the sale, gift, distribution or use of any alcoholic beverages in or from the Premises, including, without

employees, and representatives, as a result of the sale, gift, distribution, or use of any alcoholic beverages in or from the Premises.

All of the aforesaid insurance (except the Workmen's Compensation Insurance) shall insure Landlord (by naming Landlord as an additional insured for liability policies and loss payee for all-risk and Boiler and Machinery policies), and any designee(s) of Landlord, and Tenant, and shall be written in form satisfactory to Landlord, by one or more responsible insurance companies satisfactory to Landlord, with a "Best Insurance Guide Rating" of A- and a financial rating of XII. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores, provided that such blanket policies meet the requirements of this Article; all of such insurance shall contain endorsements providing that such insurance may not be canceled or amended with respect to Landlord or its designees or the Premises except upon thirty (30) days' prior written notice to Landlord and any such designees by the insurance company; Tenant shall be solely responsible for payment of premiums and Landlord or its designees shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by any such policy, Landlord or its designees shall be paid first by the insurance company for Landlord's loss; the minimum limits of the Comprehensive Public Liability Insurance shall in no way limit or diminish Tenant's liability hereunder; Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of each such policy, either a duplicate original or a certificate of insurance on all policies required to be procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor; if Tenant fails to obtain and provide any and all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and Tenant shall pay the cost of such insurance as additional rent with the next due installment of Fixed Minimum Rent; and all liability insurance policies required to be obtained and maintained by Tenant hereunder shall contain endorsements deleting from such policies the "Care, Custody and Control," and the "Alterations and Extraordinary Repairs", and the "Contract Liability" exclusions and all other exclusions of similar import or effect.

Section 9.02 - Increase in Fire Insurance Premium. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for Landlord's fire and extended coverage insurance that may be charged during the Lease Term on the Premises or the Shopping Center, resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be evidence of the several items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any increase of premium for the fire, and/or casualty rates on the Premises, Tenant shall pay the additional premium on the fire and/or casualty insurance policies by reason thereof. Tenant also shall pay, in such event, any additional premium on the rent insurance policy that may be carried by Landlord for its protection against rent loss through fire or other casualty. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

Section 9.03 - Hazardous And Toxic Materials.

(a) Inspections. Landlord and Tenant shall each have the right to periodically inspect, take samples for testing and otherwise investigate the Premises for the presence of hazardous or toxic materials. In this regard each party may conduct, or have conducted, such studies and investigations, conduct, or have conducted, such tests and surveys, and engage such specialists as, it deems appropriate to fairly evaluate the Premises and any risk from hazardous or toxic materials. In connection with any inspections, samples, surveys or tests to be performed by Landlord, Landlord shall not unreasonably interfere with Tenant's business operations at the Premises and shall repair any damage to Tenant's property, inventory or fixtures damaged as a result of such inspections, samples, surveys or tests and upon request shall furnish Tenant with a true and

foundation, exterior or demising walls, or structural elements of the buildings at the Shopping Center, or which affect building systems, or which may penetrate in any manner the ground water under the Shopping Center); (ii) shall furnish Landlord with a complete and legible copy of any study, report, test, survey or investigation performed by or on behalf of Tenant at any time involving the Premises or the Shopping Center; (iii) fully restore all areas and improvements where samples were taken or work performed and repair all damage resulting from any of the same, and (iv) indemnify, defend and hold Landlord harmless from and against all claims, actions, liabilities, damages, losses, injuries or deaths in connection with or arising out of or from any inspection, testing, sampling, or similar or dissimilar activity conducted by Tenant, Tenant's agents or contractors at the Premises or the Shopping Center for hazardous or toxic materials, whether under this Section or otherwise under or in connection with this Lease.

(b) Prohibition on Placement or Disposal. Tenant shall not knowingly incorporate into, use, or otherwise place or dispose of at the Premises or in the Shopping Center any toxic or hazardous materials in concentrations or levels sufficient that by the then applicable governmental standards as set by the U.S. Environmental Protection Agency ("EPA") or the U.S. Occupational Safety and Health Administration ("OSHA") or other applicable government standards cause the specific materials so identified to be classified or identified as toxic or hazardous materials except for the limited purposes of retail sales, use and storage where (i) such materials are in quantities of five (5) gallons or less, properly labeled and contained, (ii) such materials are handled, stored and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal, (iii) such materials are for sale out of normal inventory or for use by Tenant in the ordinary course of Tenant's business (*i.e.*, as with normal office or cleaning supplies), (iv) notice of and a copy of the current material safety data sheet ("MSDS") is provided to Landlord for each such hazardous or toxic material, and (v) such materials are used, transported, stored, handled and disposed of in accordance with all applicable governmental laws, rules and regulations. Landlord shall not knowingly dispose of at the Premises, or the Shopping Center any toxic or hazardous materials in concentrations or levels sufficient that by then-applicable EPA, OSHA or other applicable governmental standards cause the specific materials so identified to be classified or identified as toxic or hazardous materials and shall otherwise deal with all toxic or hazardous materials at the Premises, or Shopping Center in a manner that will not materially and adversely affect Tenant's access, use or occupancy of the Premises and that any remediation or controls for toxic or hazardous materials at the Premises will be in accordance with all applicable governmental laws, rules and regulations. If Landlord or Tenant ever has knowledge of the presence in the Premises or the Shopping Center of such toxic or hazardous materials which affect the Premises, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge. For purposes of this Lease, hazardous or toxic materials shall mean hazardous or toxic chemicals or any materials or wastes containing hazardous or toxic chemicals at levels or content which cause such materials or wastes to be classified as hazardous or toxic as then prescribed by the prevalent industry practice and standards or by the then-current levels or content as set from time to time by EPA or OSHA or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules and regulations or that are required to carry an MSDS or give rise to any community right to know standards.

(c) Tenant's Covenants to Remove. If Tenant or its employees, agents, or contractors shall ever violate the provisions of Section 9.03 (a) or (b) above (that apply to Tenant regarding toxic or hazardous materials), or if Tenant's acts, negligence, breach of this provision or business operations directly and materially expand the scope of or materially worsen any contamination from toxic or hazardous materials, then Tenant shall remediate, clean-up, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and repair any damage to the Premises or Shopping Center within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time and procedure for any clean-up or removal of toxic or hazardous materials under this provision; and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours or when the Shopping Center is otherwise closed.

Section 9.04 - Indemnification. Tenant will neither hold nor attempt to hold Landlord or its employees or agents liable for, and Tenant will protect, defend, indemnify and hold harmless Landlord, its employees, agents, partners, mortgagees, successors and assigns, from and against,

- (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (b) any activity, work or thing, done, permitted or suffered, by Tenant in or about the Premises or the Shopping Center;
- (c) any acts, omissions or negligence, of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees or visitors of Tenant;
- (d) any breach, violation or nonperformance, by Tenant or any person claiming under Tenant, or the employees, agents, contractors, invitees or visitors of Tenant, of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind;
- (e) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invites or visitors entering upon the Premises or the Shopping Center.

If any action or proceeding is brought against Landlord, its employees, agents, partners, mortgagees, successors and assigns by reason of any such claim, Tenant, upon notice from Landlord, will defend the same at Tenant's expense with counsel satisfactory to Landlord.

Tenant, as a material part of the consideration to Landlord for this lease, by this section waives and releases all claims against Landlord, its employees, agents, partners, mortgagees, successors and assigns with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Tenant agrees that Landlord, its employees, agents, partners, mortgagees, successors, and assigns will not be liable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business occasioned by theft; act of war; court order; requisition; order of governmental body or authority; explosion; falling objects; steam, water, rain or snow; leak or flow of water, rain or snow from or into part of the Shopping Center or from the roof, street, subsurface or from any other place, or by dampness, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Shopping Center; or from construction, repair or alteration of any other premises in the Shopping Center or the Premises; or from any acts or omissions of any other tenant, occupant or visitor of the Shopping Center; or from any cause beyond Landlord's control. The foregoing to the contrary notwithstanding, in no event shall Tenant be required to indemnify Landlord against losses resulting from negligence on the part of Landlord, its agents, contractors, or employees, provided that in no event shall Landlord be liable with respect to water damages of any nature whatsoever, whether due to Landlord's negligence or gross negligence and Tenant waives any such claim, except to the extent covered by Tenant's insurance required to be carried under this Lease or otherwise in force.

Section 9.05 - Waiver of Right of Recovery. Landlord and Tenant (for themselves and for their insurers) each hereby waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees and agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any fire and extended coverage or other similar casualty insurance maintained or required to be maintained by such party under the terms and provisions of this Lease. In furtherance of the foregoing, Landlord and Tenant will each cause their respective insurers to issue appropriate waiver of subrogation rights endorsements (to the extent that such rights are not waived in the policies themselves) to all fire and extended coverage policies of insurance or other similar casualty insurance maintained or required to be maintained by such party, pursuant to the terms and provisions of this Lease, in connection with the Shopping Center or the Premises or the contents of Shopping Center or the Premises; it being specifically agreed that Tenant shall pay as Additional Rent the amount of any increase in Landlord's insurance premium during the Lease Term attributable to such waiver of Landlord's insurer's rights of subrogation against Tenant.

Section 9.06 - Landlord Insurance. With the exception as provided for herein, Landlord shall carry appropriate Property & Casualty Insurance customary in the State of Georgia, in an amount at Landlord's discretion. Landlord may, at Landlord's election, also secure a General Liability Insurance policy in an amount at Landlord's discretion. Landlord will provide Tenant with proof of said insurance in a form as shown in attached Exhibit U. Tenant acknowledges that any said

Section 10.01 - Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty (50%) percent of the cost of replacement of the Premises, the damage, except as provided in Section 10.02, shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds received by Landlord, and in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, trade fixtures, personal property, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty (50%) percent or more of the cost of replacement, or (c) the building of which the Premises are a part is damaged to the extent of twenty five (25%) percent or more of the cost of replacement, or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty five (25%) percent or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the GLA of the space rendered untenable bears to the GLA of the Premises. Nothing in this Section shall be construed to permit the abatement in whole or in part of the Percentage Rent, if any, but, for the purpose of Article III hereof, the computation of Percentage Rent shall be based upon the revised Fixed Minimum Rent as the same may be abated pursuant to this Section 10.01.

Section 10.02 - Landlord's and Tenant's Work. The provisions of this Article X with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in substantially the same condition as when possession was first delivered by Landlord to Tenant. Promptly following such repair, Tenant shall, at Tenant's expense, perform any work required to place the Premises in the condition necessary to operate its business within the Premises, and Tenant shall repair or replace its stock in trade, fixtures, trade fixtures, personal property, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

Section 10.03 - Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. In the event of a partial taking which does not result in the termination of this Lease, Fixed Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant in Landlord's discretion.

Section 10.04 - Condemnation Award. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises or Shopping Center, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided, however, Landlord shall not be entitled to any separate award specifically made to Tenant for Tenant's relocation costs or for the taking of Tenant's stock in trade, fixtures, trade fixtures, furniture, personal property or leasehold improvements to the extent of the cost to Tenant of said improvements (exclusive of Landlord's contribution), less depreciation computed from the date of said improvements to the expiration of the Lease Term.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.01 - Default. In the event that Tenant (a) fails to pay any sum due from Tenant hereunder or pursuant to any exhibit hereto when due; (b) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (c) for all non-monetary defaults, fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof within ten (10) days after receipt of written notice from Landlord; (d) fails to continuously conduct business

taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets, files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this said subsection 11.01(f) shall be deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease); (g) commits waste to the Premises; or (h) is otherwise in breach of Tenant's obligations hereunder and shall not have cured such breach within ten (10) days following written notice from Landlord; then Tenant shall be in default hereunder. Notwithstanding anything to the contrary above in this Section 11.01, Tenant shall not be in default until after 10 days written notice from Landlord.

Section 11.02 - Remedies. In the event of Tenant's default, or upon the occurrence of any other default or defaults by Tenant under this Lease, Landlord may, at Landlord's option, in addition to all rights and remedies granted under the laws of the state in which the Premises are located, without any demand or notice whatsoever (except as expressly required in this Section 11.02):

(a) Terminate this Lease by giving Tenant notice of termination in which event this Lease shall expire and terminate on the date specified in such notice of terminate with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel or remove Tenant and its effects without being liable for prosecution of any claim for damages therefore; or

(b) With or without terminating this Lease, declare immediately due and payable and recover from Tenant (1) the present value (using a discount rate of 3%) of all rent, taxes, and other amounts due under this Lease for the entire remaining Term hereof, less (2) the aggregate reasonable rental value of the Premises for the same period (determined from actual rents received from re-letting the Premises or from a comparable lease and comparable tenant for a comparable term and taking into account, among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant), plus (3) the unpaid rent owed as of the date of Tenant's default, plus (4) the costs of recovering the Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, Landlord's actual attorneys' fees as set forth in Section 17.09, plus (5) interest at the statutory rate for open accounts of eighteen percent (18%) per annum, plus (6) all other sums of money and damages owing by Tenant to Landlord under the Lease or in connection with the Premises, provided, however, that such amount shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being understood and acknowledged by Landlord and Tenant that actual damages to Landlord are extremely difficult, if not impossible, to ascertain and Landlord and Tenant agree that such payments are a good faith estimate of the damages suffered by Landlord. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of the Premises during the Lease Term provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorneys' fees of Landlord incurred in connection with the re-letting for the Premises, but such right shall be forever waived in the event such a claim has not accrued (that is, in the event no such alternative revenue source has been obtained for the Premises) or has not been raised by Tenant in connection with any action to recover damages under this Section. Similarly, except as specifically required under applicable Georgia laws, the foregoing shall not impose upon Landlord any obligation to re-let the premises or to mitigate its damages in order obtain any accelerated rent as liquidated damages; or

(c) With or without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon the Premises and without being liable for prosecution or any claim for damages therefor, maintain the Premises and repair or replace any damage thereto, secure the

(d) Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other services, where Landlord is obligated to furnish or render the same so long as Tenant is in default under this Lease; or

(e) Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

(f) Foreclose any security interest in the property of Tenant that Landlord may have under the laws of the State of Georgia or under this Lease by way of a distress action or otherwise, including the immediate taking of possession of all property on or in the Premises; or

(g) Pursue such other remedies as are available at law or equity.

In the event the Lease provides for payment of Percentage Rent, the Percentage Rent for which Tenant remains prospectively liable under the provisions hereof shall be a sum equal to the greatest amount of Percentage Rent paid by Tenant prior to the Event of Default multiplied by the number of months remaining in the Lease Term as of the date of such termination

If Tenant receives any concessions from Landlord at the commencement of the Lease Term, whether such concessions are in the form of free or reduced rent from any time after the Beginning Date and/or construction contributions in the form of cash or rent credits, then in the event of an uncured Event of Default by Tenant in addition to any and all other remedies available to Landlord, such concessions shall be deemed as Additional Rent immediately due and payable to Landlord.

Landlord shall be entitled receive reimbursement by Tenant of all unamortized brokerage fees incurred by Landlord in entering into this Lease (i.e. (a) the total brokerage fee paid by Landlord multiplied by (b) one minus (i) the number of monthly rental payments received by Landlord divided by (ii) the number of rental payments due to Landlord over the Initial Lease Term) and all legal fees incurred by Landlord in negotiating and entering into this Lease.

The parties hereto shall, and they hereby do, irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any claim for injury or damage. In the event Landlord commences any proceeding, whether or not for nonpayment of rent, any Additional Rent, or otherwise, Tenant shall not interpose, and hereby irrevocably waives the right to, any counterclaim of whatever nature or description in any such proceeding(s). The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, if any, in any separate action or actions brought by Tenant.

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 Demised Premises, by reason of an Event of Default by Tenant of any of the terms, covenants or condition of this Lease.

In any action for eviction instituted by Landlord hereunder, Tenant may not assert any defense to such eviction until such time as Tenant has paid into the Registry of the Court all accrued and unpaid rents. Tenant must then continue throughout the litigation to pay all rents as they became due into the Registry of the Court.

In the event of any default under this Lease, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant (whether provided for herein or by law) as a result of such default.

Neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of any judgment hereon or the execution of any writ of possession shall bar Landlord from bringing

If any statute or rule of law shall limit any of Landlord's remedies as hereinabove set forth, Tenant and Landlord expressly agree that Landlord shall nonetheless be entitled to any and all other remedies hereinabove set forth.

The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand.

Section 11.03 - Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (B) compensates or provides adequate assurance that Tenant or trustee will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (C) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (1) of the source of rent reserved hereunder, (2) that any Percentage Rent due hereunder will not decline from the levels anticipated, (3) the assumption of this Lease will not breach any provision hereunder and (4) that any assumption or assignment will not, in Landlord's reasonable judgment, disrupt the tenant mix in the Shopping Center. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor.

ARTICLE XII TRANSFERS, ASSIGNMENT AND SUBLETTING

Section 12.01 - Assignment and Subletting. Tenant shall not without Landlord's prior written consent, which consent will not unreasonably be withheld, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer"). Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfers has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms of this Section 12.01. Any attempted Transfer in violation of the terms of this Lease shall be void *ab initio* and Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. The acceptance by Landlord of payments of Rent or additional rent following any assignment or transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Any assignment or sublet approved by Landlord shall require a payment of Two Thousand Five Dollars (\$2,500.00) plus the cost of Landlord's reasonable attorney fees to prepare and review such assignment or sublease. Landlord, Tenant, and Franchisor have consented to the Conditional Assignment which is attached hereto as Exhibit "T."

Section 12.02 - Voting Control. If Tenant is other than a publicly traded corporation and if the person or persons who own a majority of its voting shares at the time of execution hereof cease to own a majority of such shares at any time hereafter, except as a result of transfers by gift, bequest or inheritance, Tenant shall timely so notify Landlord, and whether or not Tenant has notified Landlord thereof, Landlord may terminate this Lease by notice to Tenant effective ninety (90) days from the date of such notice from Tenant or the date on which Landlord first has knowledge of such transfer, whichever shall first occur. For purposes of this Section "publicly traded" shall

the date of such notice from Tenant or the date on which Landlord first has knowledge of such withdrawal or dissolution, whichever shall first occur.

ARTICLE XIII RIGHT OF ENTRY

Section 13.01 - Right of Entry. Landlord or Landlord's agents and lender(s) shall have the right to enter the Premises at all times to examine the Premises, and to show the Premises to prospective purchasers or tenants of the building, Shopping Center or the Premises, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without constituting an eviction of Tenant in whole or in part and the Rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of the Lease Term, Landlord may place upon the Premises a "For Lease" or "For Rent" notice which notice Tenant shall permit to remain thereon without molestation.

ARTICLE XIV TENANT'S PROPERTY

Section 14.01 - Taxes. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature including but not limited to general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by Tenant and taxes assessed on the basis of Tenant's occupancy thereof, including, but not limited to, taxes measured by Rents due from Tenant hereunder.

Section 14.02 - Notices by Tenant. Tenant shall give immediate telephone or telegraphic notice to Landlord in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment and shall promptly thereafter confirm such notice in writing, addressed to Landlord, postage prepaid consistent with Section 17.05 of this Lease.

ARTICLE XV SUCCESSION TO LANDLORD'S INTEREST

Section 15.01 - Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the Lease Term; Tenant hereby covenants to execute an instrument in writing, upon the request of Landlord or its successor, which evidences such attornment by Tenant.

Section 15.02 - Subordination. Unless otherwise requested by Landlord, this Lease shall be subordinate to the lien of any mortgage, deed of trust or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises forms a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

Section 15.03 - Estoppel Certificate. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, and/or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant)

Section 16.01 - Surrender of Premises. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear and casualty damage (unless caused by Tenant, its agents or employees or customers) excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises.

Section 16.02 - Holding Over. Should Tenant, with Landlord's prior written consent, hold over at the expiration of the Lease Term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of the Lease Term. During such holding over, Tenant shall pay Rent and other charges at the highest monthly rate provided for herein. If Tenant holds over at the expiration of the Lease Term without Landlord's prior written consent, Tenant shall be deemed a Tenant at sufferance and shall pay Landlord as liquidated damages, a sum equal to twice the prorated daily Rent in effect during the final year of the Lease Term for all the time Tenant shall so retain possession of the Premises; provided that the exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

ARTICLE XVII MISCELLANEOUS

Section 17.01 - Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing.

Section 17.02 - Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account for the requisite Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for under the terms and provisions of this Lease.

Section 17.03 - Entire Agreement. This Lease, the Exhibits and the Special Stipulations, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

Section 17.04 - No Partnership. By virtue of this Lease, Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby such Rent is to be measured and ascertained.

Section 17.05 - Notices. Notices and demands required or permitted to be given hereunder shall be sent by recognized overnight courier or by certified mail, return receipt requested, addressed, postage prepaid, to the address set forth in Section 1.01 herein. Notices and demands shall be deemed to have been given upon the date of delivery provided that if any party shall refuse delivery, notices shall be deemed given when mailed or, if made by overnight courier, then upon the refusal of delivery except that notice of change of address for notices shall not be deemed made until received. Unless otherwise specified by Landlord, the payment of Rent shall be to the first address of Landlord as set forth in Section 1.01 herein.

Section 17.06 - Captions and Section Numbers. The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no

this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 17.08 - Broker's Commission. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, other than Riverwood Properties, LLC, who represents Landlord in this transaction and Wendy Pierce of Fickling & Company who represents Tenant in this transaction (collectively the "Broker"), and covenants to defend, protect, indemnify and hold harmless Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof other than in connection with any compensation to be paid to the Broker. Any brokerage fees owed the Broker in connection with this Lease shall be paid by Landlord in accordance with the terms and provisions of a separate agreement.

Section 17.09 - Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenants or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.10 - Execution of Lease. The submission of this Lease for examination does not constitute a reservation of, or option for, the Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation or a partnership, Tenant shall furnish Landlord with such evidence as Landlord reasonably requires to evidence the binding effect on Tenant of the execution and delivery of this Lease.

Section 17.11 - Recording. Tenant may not record this Lease, nor any memorandum, short-form, or notice of lease, without the prior written approval of Landlord. Within ten (10) days of a request from Landlord, Tenant shall execute a short form or memorandum of lease in recordable form.

Section 17.12 - Applicable Law. The Laws of the State of Georgia shall govern the validity, performance and enforcement of this Lease. Landlord and Tenant hereby agree that a usufruct interest shall be created by virtue of this Lease and that no estate in land capable of being transferred by Tenant has been granted to Tenant under this Lease.

Section 17.13 - Time is of the Essence. Time is of the essence of this Agreement.

Section 17.14 - Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

Section 17.15 - Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term.

Section 17.16 - Counterclaim and Jury Trial. In the event that Landlord commences any summary proceedings or action for non-payment of Rent or other charges provided for in this Lease, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

Section 17.17 - Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein.

Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the building in which the Premises are located, and neither Landlord nor any principal or affiliate of Landlord shall be personally liable for any deficiency. The provisions of this Section shall survive any expiration or termination of the Lease.

Section 17.19 - Attorney's Fees. Tenant shall pay all costs, expenses, and reasonable attorneys' fees actually incurred or paid by Landlord or its agents or both in enforcing the covenants and agreements of this Lease on Tenant's part to be performed. All such amounts shall become Additional Rent under this Lease. In the event either party initiates a legal proceeding to enforce any right or obligation under this Lease, the party ultimately prevailing in such proceedings or the non-defaulting shall be entitled to recover all costs and reasonable attorney's fees actually incurred from the other party. The prevailing party shall be entitled to recover all its reasonable attorney's fees in any dispute arising under this Lease, without regard to the applicability of O.C.G.A. § 13-1-11 or any other fee-limiting statute. Notwithstanding anything to the contrary above in this Section 17.19, attorney's fees shall not exceed 15% of the amount due.

Section 17.20 - Inability to Perform. If Landlord or Tenant is delayed or prevented from performing any of their obligations under this Lease by reason of strike, lockout, civil commotion, acts of God or through another cause which is beyond either party's control and is not due to the willful act or neglect by the applicable party, then the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of such obligation by Landlord or Tenant, except that financial problems, financial failure, bankruptcy, lack of funds or financial inability to perform shall not excuse any obligation or performance by Tenant or Landlord under this Lease and no obligation to pay Rent or any other monetary obligation hereunder shall be excused or delayed in any manner by reason of this provision.

Section 17.21 - Landlord Lien. In addition to Landlord's statutory lien for rent, as security for all rent and other monies becoming due under this Lease, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest in all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated within the Premises (collectively the "Personalty") and such Personalty shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder have first been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including, without limitation, the right to sell the Personalty at public or private sale upon providing the notice required by the Uniform Commercial Code, or, if none is so required, upon five (5) days' notice to Tenant. This Lease shall constitute a security agreement and Landlord may file a financing statement in the county where the Premises are located or in such other county as Landlord shall determine to be appropriate to perfect the security interest created hereby. Any statutory lien for rent is not waived, the lien granted herein being in addition and supplemental thereto. Tenant shall execute an acknowledgment of Landlord's lien in the form attached hereto as Exhibit "N" and incorporated herein by this reference.

Section 17.22 - Prohibited Persons and Transaction. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

Section 17.23 - Riverwood Properties Contact Information. Tenant shall complete Exhibit "L", Riverwood Properties Contact Information and shall be responsible to notify Landlord with any changes in contact information in a timely manner. See Exhibit "L" for Riverwood Properties Contact Information.

Section 17.24 - Request For Taxpayer Identification Number and Certification Page 126 of 325
Tenant shall complete the Taxpayer Identification information in Exhibit "M"

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal this day and year first above written.

LANDLORD:

MACON PLANTATION LLC

By: Amin Chitalwala
Amin Chitalwala (Aug 30, 2023 17:46 EDT)
Its: Member
Date: Aug 30, 2023

TENANT:

ALLENSELF CO, LLC

By: Tasha
Tasha (Aug 24, 2023 22:16 EDT)
Its: President
Date: Aug 24, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

7.879 acres lying and being in Land Lot 209, 13th Land District, Bibb County, Georgia, being known and designated as Lot "B-1B", according to that certain plat of survey prepared Theodore W. Waddle, Jr., Georgia Registered Land Surveyor #2139, dated September 28, 2006, last revised November 13, 2006 and recorded in Plat Book 92, Page 248, in said Clerk's Office and being the same property described in a Limited Warranty Deed from Southern Pine Plantations Commercial Group, L.L.C. to SPP Investments, L.L.C. dated December 13, 2006, and recorded in Deed Book 7331, Page 77 in said Clerk's Office.

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: Sept. 2, 2023

Business Name Board and Brush Creative Studio Macon

I hereby certify that Tonya Allen (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 6th 9B day of Sept.
Garmin W. Barnes
 NOTARY PUBLIC
 03/11/2025
 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: Sept 2, 2023
 (If different from Agent)

Title: President AllenSelfCo, LLC

Business Name: Board and Brush Creative Studio Macon

I hereby certify that Tonya S Allen, (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 2nd day of SEP, 2023
[Signature]
 NOTARY PUBLIC
 3/13/2026
 MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Board and Brush Creative Studio Macon

Business Address: Suite 180, 6255 Zebulon Rd., Macon, GA 31210

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

Sept 2, 2023
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: Allen Self Co, LLC dba Board and Brush Creative Studio Macon

Business Address: 10255 Zebulon Rd Suite 180 Macon, GA 31210

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

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

Sept. 6, 2023
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>.

Tonya S Allen

Print Name

Sept 2, 2023

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>.

Dustin G. Allen 09/07/2023 *Dustin G. Allen* Signature

Print Name Date



Alcohol License Questionnaire

Name of Business: BOARD AND BRUSH CREATIVE STUDIO MACON

Owner's Name: AllenSelfCo, LLC

Address: Suite 180, 6255 Zebulon Road

Macon, GA 31210

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

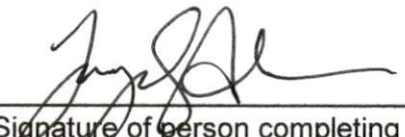
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

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

Tonya S. Allen, President

Printed Name of person completing form


Signature of person completing form

Sept 2, 2023

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.

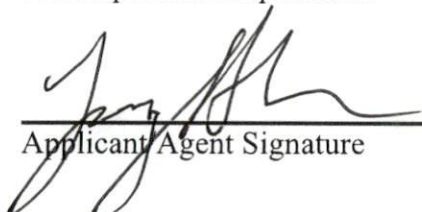
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Allen Self Co, LLC dba Board and Brush Creative Studio Macon

Business Address: 6255 Zebulon Rd Suite 180 Macon, GA 31210

☒ **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

Date Sept 6, 2023

Macon-Bibb County

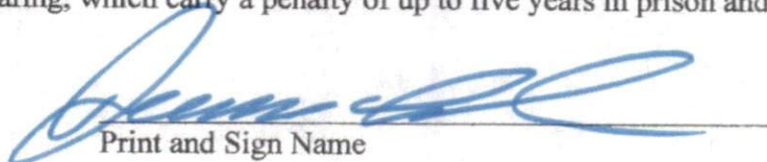
Certificate of Good Standing

1. Name and Title of the applicant: AllenSelfCo, LLC d/b/a Board and Brush Creative Studio Macon
2. Name of the subject of this Certificate, if different from the applicant:
Macon Plantation, LLC
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: _____	

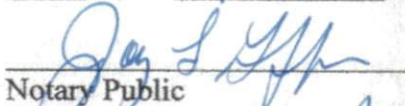
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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


Print and Sign Name

Sworn to and subscribed before me this

7th day of September, 20 .


Notary Public

My commission expires: Aug 10, 2025



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: AllenSelfCo, LLC d/b/a Board and Brush Creative Studio Macon
2. Name of the subject of this Certificate, if different from the applicant:
AllenSelfCo, LLC d/b/a Board and Brush Creative Studio Macon
3. Benefit or privilege for which the applicant is applying (mark one):

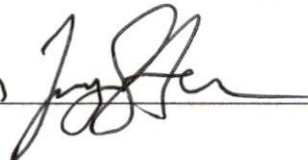
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

Tonya S. Allen (50%)

Dustin G. Allen (50%)

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.

Tonya S. Allen 
Print and Sign Name

Sworn to and subscribed before me this
6 day of Sept., 2023.

Jasmine W. Barnes
Notary Public

My commission expires: 03/11/2025



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: AllenSelfCo, LLC d/b/a Board and Brush Creative Studio Macon
2. Name of the subject of this Certificate, if different from the applicant:
AllenSelfCo, LLC d/b/a Board and Brush Creative Studio Macon
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.

Tonya S. Allen (50%)

Dustin G. Allen (50%)

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

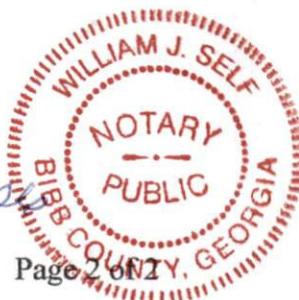
Dustin G. Allen

Sworn to and subscribed before me this

12 day of Sept, 2023

William J. Self
Notary Public

My commission expires: 2/13/2025



Page 2 of 2

Rev. April 2022
See O-22-0011



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

Reviewed By: _____

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Tonya and Dustin Allen

Fingerprints completed 10.6.23

Business Name: AllenSelfCo LLC DBA Board and Brush Creative Studio Macon

Business Address: 6255 Zebulon Rd, Suite 180, Macon, GA 31210

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

Granted

David J. Davis

10/25/2023

Sheriff, Macon-Bibb County, Georgia

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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 10/30/2023 (Date)  (Initials)

Comments

After review of application, legal recommends approval.

Initials

 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 |
-

FLOOR AMENDMENT

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND DIVISION 14.5 OF ARTICLE II, CHAPTER 7 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO AMEND THE SHORT-TERM VACATION RENTAL PERMITTING PROCESS; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Article II, Division 14.5 of Chapter 7 of the Macon-Bibb County Code of Ordinances (the “Code”) governs the permitting process for short-term vacation rentals (“STVRs”); and

WHEREAS, Macon-Bibb County desires to amend the Code to provide for an updated permitting and enforcement mechanism for STVRs to ensure that the charm and character of Macon-Bibb County’s neighborhoods are preserved while still promoting tourism and allowing safe alternative lodging for visitors; and

WHEREAS, a copy of the affected Code sections is attached hereto as Exhibit A, and incorporated herein by reference, with markup indicating the changes made thereto; 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;

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.

Division 14.5 of Article II, Chapter 7 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety, and replaced with the following:

DIVISION 14.5. SHORT TERM VACATION RENTALS

Sec. 7-370. Intent; purpose.

This Division shall be known and may be cited as the “Macon-Bibb County Short-Term Vacation Rental Ordinance”. It is the purpose of this Division to monitor the use and growth of short-term vacation rentals as an alternative to traditional hotel or motel occupancies within Macon-Bibb County, and to provide reasonable means for the County and its citizens to ensure a minimum level of oversight into the development of this industry; and to implement rationally based, reasonably tailored regulations to protect the integrity of Macon-Bibb County.

Sec. 7-371. Definitions; general provisions.

As used in this Division, the following terms have the following definitions:

Code compliance verification form is a document executed by a short-term vacation owner certifying that the short-term vacation unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term vacation rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

Owner-occupied property refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. The dwelling units must share the Property Identification Number assigned by the Macon-Bibb County Board of Tax Assessors. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental permit. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Macon-Bibb County Voter's Registration Card; or 4) previous year's W-2 Form or Internal Revenue Service Tax Return.

Permit and *Short-term vacation rental permit* mean a permit issued under this Division for the operation of a short-term vacation rental.

Short-term vacation rental means an accommodation for transient guests where, in exchange for compensation of any type or amount, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types and shall exclude group personal care homes or other lodging uses which are provided incidental to other services, such as health care. This definition shall also exclude any premises operating pursuant to a valid Tourist Accommodation Permit from the Georgia Department of Public Health.

Short-term vacation rental occupants means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation of any type or amount, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

Sec. 7-372. Short-term vacation rental permit.

- (a) No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term vacation rental, as defined in section 7-371, without first obtaining a business tax certificate and a Short-term vacation rental permit from the Tax Commissioner of Bibb County, or any successor department, and complying with the regulations contained in this Division.
- (b) No permit issued under this Division may be transferred or assigned or used by any person other than the individual or entity to whom it is issued. If the permit holder sells the property for which a permit is issued, the permit holder shall notify the Tax Commissioner of Macon-Bibb County within ten (10) calendar days.
- (c) No permit issued under this Division shall be valid for any location other than the location for which it is issued.
- (d) Nothing in this Division shall be deemed to alter, affect, or supersede the requirements of any local state, or federal law, rule, regulation, or ordinance.

Sec. 7-373. Application for short-term vacation rental permit.

- (a) Applicants for a short-term vacation rental permit shall submit, on an annual basis, an application for a short-term vacation rental permit to the Tax Commissioner, including a non-refundable application fee of \$100.00. The application shall be furnished under oath on a form specified by the office of the Tax Commissioner. Such application should include:
 - (1) The name, address, telephone number and email address of the owner(s) of record of the dwelling unit(s) for which a permit is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, up to the three persons holding the highest position or greatest interest in such entity, including personal contact information;
 - (2) The name, address, telephone number, and email address of the short-term vacation rental agent, which shall constitute such agent's 24-hour emergency contact information;
 - (3) The address of the unit(s) to be used as a short-term vacation rental;
 - (4) The number and location of parking spaces allotted to the short-term vacation rental premises;
 - (5) The owner's and agent's sworn acknowledgements that each has reviewed this Division and understanding its requirements;
 - (6) The agent's agreement to use his or her best efforts to assure that use of the premises as a short-term vacation rental will not disrupt the neighborhood and will not interfere with the rights of the neighboring property owners to quiet enjoyment of their properties;
 - (7) Certificates of Good Standing as required in Sec. 26-51 of the Macon-Bibb County Code of Ordinances for the owner of the short-term vacation rental, or if such owner is not a natural person, for all members of the entity owning the property, and the designated agent; and

-
- (8) Any other information that this Division requires the owner to provide to the County as part of an application for a short-term vacation rental permit. The Tax Commissioner, or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this Division.
 - (b) Attached to and concurrent with submission of the application described in this section, the owner shall provide:
 - (1) The owner's sworn code compliance verification form;
 - (2) Proof of the owner's current ownership of the short-term vacation rental unit;
 - (3) Written rules that shall be posted in the short-term vacation rental unit(s), including:
 - (i) Acknowledgement that it shall be unlawful to cause or allow any noise or sound that exceeds the limits of, or is otherwise prohibited by Article II of Chapter 15 of the Macon-Bibb County Code of Ordinances;
 - (ii) Acknowledgement that the occupancy for a short-term vacation rental unit is limited to two (2) adults per bedroom and the location and amount of on-site parking; and
 - (iii) Acknowledgement and agreement that violations of this Division may result in immediate termination of the rental agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as potential liability for payment of fines levied by Macon-Bibb County
 - (c) Each permit holder shall publish the short-term vacation rental permit number and the name of the permit holder in every print, digital, or internet advertisement and any property listing in which the short-term vacation rental is advertised.
 - (d) Short-Term Vacation Rental Permits shall be valid from the date of issuance until March 31 of the next calendar year. Permit holders desiring to continue use of the permitted property as a short-term vacation rental must submit a new application and application fee each year between January 1 and March 31.

Sec. 7-374. Short-Term Vacation Rental Agent.

- (a) The owner of a short-term vacation rental shall designate themselves or another individual or entity as the short-term vacation rental agent on any application submitted to obtain a short-term vacation rental license.
- (b) The short-term vacation rental agent must be available 24 hours per day and shall be responsible for the following duties:
 - (1) Manage any problems or complaints arising from the use or nonuse of any short-term vacation rental unit for which they are designated as the agent;
 - (2) Receive and accept service of any notice of violation or citation related to the use or occupancy of the short-term vacation rental unit or premises;

-
- (3) Monitor the short-term vacation rental unit and premises for compliance with all applicable provisions of the Macon-Bibb County Code of Ordinances, State, and Federal laws;
 - (4) Having the short-term vacation rental unit regularly inspected by the short-term vacation rental agent or the owner of the short-term vacation rental unit, and by any necessary government agencies or departments, such as annual fire safety inspections to be conducted by the Macon-Bibb County Fire Department, to ensure continued compliance with all local, state, and federal laws;
 - (5) Ensuring that the short-term vacation rental license number is included in each online listing for a particular short-term vacation rental unit; and
 - (6) Ensuring that a legible copy of the valid short-term vacation rental license and the short-term vacation rental agent's name and emergency contact information, including phone number, are posted in a readily visible place within the short-term vacation rental unit.
- (c) If the short-term vacation rental agent changes, it shall be incumbent upon the owner to notify Macon-Bibb County within ten (10) calendar days.

Sec. 7-375. Grant or denial of application.

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Division, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application, or any violations of this Division, are grounds for the denial, revocation, or suspension of any Permit, or the imposition of penalties, including denial of future applications, or both.

Sec. 7-376. Short-term vacation rental regulation procedure.

- (a) It shall be a violation of this Code for any person or entity to operate a short-term vacation rental without a valid short-term vacation rental permit, issued under this Division. Each day a short-term vacation rental is in operation without the required permit shall constitute a separate violation of this Division, provided that the first citation received by a person or entity operating a short-term vacation rental without a valid permit shall only be considered one violation, regardless of the number of days the short-term vacation rental has operated prior to the initial citation for operating without a valid permit. The first citation issued to a person or entity operating a short-term vacation rental without a valid short-term vacation rental permit shall be dismissed with no fine being imposed or Violation being recorded for that short-term vacation rental, provided such person or entity operating the short-term vacation rental subject

-
- to the citation applies for and is granted a short-term vacation rental permit for the subject short-term vacation rental premises within 30 days of the date of citation.
- (b) No external signage advertising the premises of a short-term vacation rental shall be permitted, other than one (1) sign, to be affixed to the front door of the short-term vacation rental, stating that the premises is a permitted short-term vacation rental and the short-term vacation rental agent's 24 hour contact information.
 - (c) A legible copy of the valid short-term vacation rental permit shall be posted within the unit, including the short-term vacation rental permit number, the maximum occupancy of the unit, and the maximum number of vehicles that may be parked at the unit.
 - (d) Short-term vacation rentals must be properly maintained and regularly inspected by the owner and by any necessary government agencies to ensure continued compliance with all applicable local, state and federal laws.
 - (e) The Bibb County Sheriff's Office, Macon-Bibb County Code Enforcement, or any other authorized agency or department of Macon-Bibb County, shall notify the agent and owner of a short-term vacation rental unit of any and all instances where the nuisance behavior of a short-term vacation rental guest or the behavior of the agent results in a violation of the Macon-Bibb County Code of Ordinances or other legal infraction.
 - (f) Except as otherwise provided in this Section, all instances of code violations and illegal or unlawful conduct occurring at or relating to a short-term rental unit shall result in citation. In instances where a short-term rental unit has accumulated three (3) violations for the same property within any twelve (12) month period, the County shall revoke the short-term vacation rental permit and reject all applications for that particular property for a period of twelve (12) consecutive months. The Tax Commissioner shall be notified of all violations and take proper action to revoke or deny permitting of the short-term vacation rental as required hereunder. Short-term rental agents shall be afforded an opportunity to appeal and rectify violations. Violations of this Division are subject to the following fines, which may not be waived or reduced, except as provided herein, and which may be combined with any other legal remedy available to the County:
 - a. First violation: \$200.00.
 - b. Second violation within 12 months: \$350.00.
 - c. Third and successive violations within 12 months: \$750.00.
 - (g) Citations for code violations and any other violation of the Macon-Bibb County Code of Ordinances may be heard by any court of competent jurisdiction in Macon-Bibb County. The judge of the court will receive evidence; however, the official rules of evidence will not govern the proceeding. The judge will issue a written finding as to each alleged infraction, specifically identifying each founded accusation, which shall constitute a violation.
 - (h) A person aggrieved by the County's decision to revoke, suspend or deny a short-term vacation rental permit may appeal the decision to the Court. The appeal must be filed with the Clerk of Court in writing, within 30 calendar days after the adverse action and it shall contain a

concise statement of the reasons for the appeal. Timely filing of an appeal shall stay the revocation, suspension or denial pending a decision by the Court.

- (i) The Court shall thereafter consider the appeal. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. All relevant evidence shall be admissible at such hearing. The Court's determination shall constitute a final ruling on the application.
- (j) Nothing in this Division shall limit or prohibit the County from enforcement of its code, or any state or federal law, or serve as a bar to any other legal remedy otherwise available to the County. Nothing in this section shall be construed to limit or supplant the power of any inspector or other duly empowered officer under the County's ordinances, rules and regulations, or under the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means or proceedings.
- (k) Nothing in this Division shall be construed as relieving any occupant or guest, whether registered or otherwise, of any short-term vacation rental unit, of their individual criminal or civil responsibility for the violation of any federal, state or local laws or regulations.

Sec. 7-377. Taxes.

Short-term vacation rental unit owners are subject to state sales tax, County taxes, including but not limited to, the hotel/motel tax, and are liable for payment thereof as established by state law and the Macon-Bibb County Code of Ordinances. The County may seek to enforce payment of all applicable taxes to the extent provided by law, including by obtaining injunctive relief. The exclusion of any premises or business operation, or any category of business operation, from this Division shall have no effect on whether the owner or operator of such premises or business operation is liable for any other taxes levied under this Code, or under any other state or federal law.

Secs. 7-378 -- 7-380. Reserved.

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.

- (a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5.

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 6.

The Commission hereby grants the Mayor and all other proper officers and agents of the County the authority to take any and all further actions necessary to carry out the intents and purposes of this Ordinance.

Section 7.

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 8.

This Ordinance shall become effective January 1, 2024, 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]

EXHIBIT A

PART III - CODE OF ORDINANCES
Chapter 7 - BUSINESS REGULATIONS
ARTICLE II. - BUSINESSES
DIVISION 14.5. SHORT-TERM VACATION RENTALS

DIVISION 14.5. SHORT-TERM VACATION RENTALS

Sec. 7-370. Intent; purpose.

This Division shall be known and may be cited as the “Macon-Bibb County Short-Term Vacation Rental Ordinance”. It is the purpose of this Division to monitor the use and growth of short-term vacation rentals as an alternative to traditional hotel or motel occupancies within Macon-Bibb County, and to provide reasonable means for the County and its citizens to ensure a minimum level of oversight into the development of this industry; and to implement rationally based, reasonably tailored regulations to protect the integrity of Macon-Bibb County.

Sec. 7-371. Definitions; general provisions.

As used in this Division, the following terms have the following definitions:

Code compliance verification form is a document executed by a short-term vacation owner certifying that the short-term vacation unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term vacation rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

Owner-occupied property refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. The dwelling units must share the Property Identification Number assigned by the Macon-Bibb County Board of Tax Assessors. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental permit. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Macon-Bibb County Voter's Registration Card; or 4) previous year's W-2 Form or Internal Revenue Service Tax Return.

Permit and *Short-term vacation rental permit* mean a permit issued under this Division for the operation of a short-term vacation rental.

Short-term vacation rental means an accommodation for transient guests where, in exchange for compensation of any type or amount, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types and shall exclude group personal care homes or other lodging uses which are provided incidental to other services, such as health care. This definition shall also exclude any premises operating pursuant to a valid Tourist Accommodation Permit from the Georgia Department of Public Health.

Short-term vacation rental occupants means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation of any type or amount, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

Sec. 7-372. Short-term vacation rental permit.

- (a) No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term vacation rental, as defined in section 7-371, without first obtaining a business tax certificate and a Short-term vacation rental permit from the Tax Commissioner of Bibb County~~Macon-Bibb County Department of Business Development Services~~, or any successor department, and complying with the regulations contained in this Division~~section~~.
- (b) No permit issued under this Division may be transferred or assigned or used by any person other than the individual or entity~~one~~ to whom it is issued. If the permit holder sells the property for which a permit is issued, the permit holder shall notify the Tax Commissioner of Macon-Bibb County within ten (10) calendar days.
- (c) ~~(a)~~ No permit issued under this Division shall be valid for, ~~or at~~ any location other than ~~the one~~the location for which it is issued.
- (d) Nothing in this Division shall be deemed to alter, affect, or supersede the requirements of any local state, or federal law, rule, regulation, or ordinance.

Sec. 7-373. Application for short-term vacation rental ~~permit~~certificate.

- (a) Applicants for a short-term vacation rental permit shall submit, on an annual basis, an application for a short-term vacation rental permit to the Tax Commissioner, including a non-refundable application fee of \$100.00. The application shall be furnished under oath on a form specified by the office of the Tax Commissioner. Such application should include:
 - (1) The name, address, telephone number and email address of the owner(s) of record of the dwelling unit(s) for which a permit is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, up to the three persons holding the highest position or greatest interest in such entity, including personal contact information;
 - (2) The name, address, telephone number, and email address of the short-term vacation rental agent, which shall constitute such agent's 24-hour emergency contact information;
 - (3) The address of the unit(s) to be used as a short-term vacation rental;
 - (4) The number and location of parking spaces allotted to the short-term vacation rental premises;
 - (5) The owner's and agent's sworn acknowledgements that he or she each has received a copy of this Division, has reviewed it and understands its requirements; reviewed this Division and understanding its requirements;
 - (6) The agent's agreement to use his or her best efforts to assure that use of the premises as a short-term vacation rental will not disrupt the neighborhood and will not interfere with the rights of the neighboring property owners to quiet enjoyment of their properties;

-
- (7) Certificates of Good Standing as required in Sec. 26-51 of the Macon-Bibb County Code of Ordinances for the owner of the short-term vacation rental, or if such owner is not a natural person, for all members of the entity owning the property, and the designated agent; and
- (84) Any other information that this Division requires the owner to provide to the County as part of an application for a short-term vacation rental permit. The ~~Mayor or County Manager~~Tax Commissioner, or the his designee ~~of either~~ shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this Division.
- (b) Attached to and concurrent with submission of the application described in this section, the owner shall provide:
- (1) The owner's sworn code compliance verification form;
 - (2) Proof of the owner's current ownership of the short-term vacation rental unit;
 - (3) Written rules that shall be posted in the short-term vacation rental unit(s), including:
 - (i) Acknowledgement that it shall be unlawful to cause or allow any noise or sound that exceeds the limits of, or is otherwise prohibited by Article II of Chapter 15 of the Macon-Bibb County Code of Ordinances;
 - (ii) Acknowledgement that the occupancy for a short-term vacation rental unit is limited to two (2) adults per bedroom and the location and amount of on-site parking; and
 - (iii) Acknowledgement and agreement that violations of this Division may result in immediate termination of the rental agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as potential liability for payment of fines levied by Macon-Bibb County and
 - ~~(3) Proof of insurance indicating the premises is used as a short term vacation rental.~~
- (c) Each permit holder shall publish the short-term vacation rental permit number and the name of the permit holder in every print, digital, or internet advertisement and any property listing in which the short-term vacation rental is advertised.
- (d) Short-Term Vacation Rental Permits shall be valid from the date of issuance until March 31 of the next calendar year. Permit holders desiring to continue use of the permitted property as a short-term vacation rental must submit a new application and application fee each year between January 1 and March 31.

Sec. 7-374. ~~Reserved~~ Short-Term Vacation Rental Agent.

- (a) The owner of a short-term vacation rental shall designate themselves or another individual or entity as the short-term vacation rental agent on any application submitted to obtain a short-term vacation rental license.
- (b) The short-term vacation rental agent must be available 24 hours per day and shall be responsible for the following duties:

-
- (1) Manage any problems or complaints arising from the use or nonuse of any short-term vacation rental unit for which they are designated as the agent;
 - (2) Receive and accept service of any notice of violation or citation related to the use or occupancy of the short-term vacation rental unit or premises;
 - (3) Monitor the short-term vacation rental unit and premises for compliance with all applicable provisions of the Macon-Bibb County Code of Ordinances, State, and Federal laws;
 - (4) Having the short-term vacation rental unit regularly inspected by the short-term vacation rental agent or the owner of the short-term vacation rental unit, and by any necessary government agencies or departments, such as annual fire safety inspections to be conducted by the Macon-Bibb County Fire Department, to ensure continued compliance with all local, state, and federal laws;
 - (5) Ensuring that the short-term vacation rental license number is included in each online listing for a particular short-term vacation rental unit; and
 - (6) Ensuring that a legible copy of the valid short-term vacation rental license and the short-term vacation rental agent's name and emergency contact information, including phone number, are posted in a readily visible place within the short-term vacation rental unit.
- (c) If the short-term vacation rental agent changes, it shall be incumbent upon the owner to notify Macon-Bibb County within ten (10) calendar days.

Sec. 7-375. Grant or denial of application.

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Division, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application, or any violations of this Division, are grounds for the denial, revocation, or suspension of any Permit, or the imposition of penalties, including denial of future applications, or both.

Sec. 7-376. Short-term vacation rental regulation procedures.

- (a) It shall be a violation of this Code for any person or entity to operate a short-term vacation rental without a valid short-term vacation rental permit, issued under this Division. Each day a short-term vacation rental is in operation without the required permit shall constitute a separate violation of this Division, provided that the first citation received by a person or entity operating a short-term vacation rental without a valid permit shall only be considered one violation, regardless of the number of days the short-term vacation rental has operated prior to the initial citation for operating without a valid permit. The first citation issued to a person or entity operating a short-term vacation rental without a valid short-term vacation rental permit shall be dismissed with no fine being imposed or Violation being recorded for that short-term vacation rental, provided such person or entity operating the short-term vacation rental subject to the citation applies for and is granted a short-term vacation rental

permit for the subject short-term vacation rental premises within 30 days of the date of citation.

- (b) No external signage advertising the premises of a short-term vacation rental shall be permitted, other than one (1) sign, to be affixed to the front door of the short-term vacation rental, stating that the premises is a permitted short-term vacation rental and the short-term vacation rental agent's 24 hour contact information.
- (c) A legible copy of the valid short-term vacation rental permit shall be posted within the unit, including the short-term vacation rental permit number, the maximum occupancy of the unit, and the maximum number of vehicles that may be parked at the unit.
- (d) Short-term vacation rentals must be properly maintained and regularly inspected by the owner and by any necessary government agencies to ensure continued compliance with all applicable local, state and federal laws.
- (e) The Bibb County Sheriff's Office, Macon-Bibb County Code Enforcement, or any other authorized agency or department of Macon-Bibb County, shall notify the agent and owner of a short-term vacation rental unit of any and all instances where the nuisance behavior of a short-term vacation rental guest or the behavior of the agent results in a violation of the Macon-Bibb County Code of Ordinances or other legal infraction.
- (f) Except as otherwise provided in this Section, all instances of code violations and illegal or unlawful conduct occurring at or relating to a short-term rental unit shall result in citation. In instances where a short-term rental unit has accumulated three (3) violations for the same property within any twelve (12) month period, the County shall revoke the short-term vacation rental permit and reject all applications for that particular property for a period of twelve (12) consecutive months. The Tax Commissioner shall be notified of all violations and take proper action to revoke or deny permitting of the short-term vacation rental as required hereunder. Short-term rental agents shall be afforded an opportunity to appeal and rectify violations. Violations of this Division are subject to the following fines, which may not be waived or reduced, except as provided herein, and which may be combined with any other legal remedy available to the County:
 - a. First violation: \$200.00.
 - b. Second violation within 12 months: \$350.00.
 - c. Third and successive violations within 12 months: \$750.00.

~~(a) A legible copy of the applicable short term vacation rental permit shall be posted within each short-term vacation rental.~~

~~(b) Short-term vacation rentals must be properly maintained and regularly inspected by the owner and by any necessary government agencies to ensure continued compliance with all applicable local, state and federal laws.~~

~~Sec. 7-377. Short term vacation regulation procedure.~~

- ~~(a) It shall be a violation of this Code for any person or entity to operate a short-term vacation rental without a valid short-term vacation rental permit, issued under this Division.~~
- (gb) Citations for code violations and any other violation of the Macon-Bibb County Code of Ordinances may be heard by ~~the Court of~~ any court of competent jurisdiction in Macon-Bibb County. The judge of the court will receive evidence; however, the official rules of evidence will not govern the proceeding. The judge will issue a written finding as to each alleged infraction, specifically identifying each founded accusation, which shall constitute a violation.
- ~~(c) Violations of this Division are subject to the following fines, which may not be waived or reduced and which may be combined with any other legal remedy available to the County:~~
- ~~(1) First violation: \$500.00.~~
- ~~(2) Second violation within the preceding 12 months: \$750.00.~~
- ~~(3) Third and successive violations within the preceding 12 months: \$1,000.00.~~
- (eh) A person aggrieved by the County's decision to revoke, suspend or deny a short-term vacation rental permit may appeal the decision to the Court. The appeal must be filed with the Clerk of Court in writing, within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. Timely filing of an appeal shall stay the revocation, suspension or denial pending a decision by the Court.
- (ie) The Court shall thereafter consider the appeal. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. All relevant evidence shall be admissible at such hearing. The Court's determination shall constitute a final ruling on the application.
- (fi) Nothing in this Division shall limit or prohibit the County from enforcement of its code, or any state or federal law, or serve as a bar to any other legal remedy otherwise available to the County. Nothing in this section shall be construed to limit or supplant the power of any inspector or other duly empowered officer under the County's ordinances, rules and regulations, or under the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means or proceedings.
- (kg) Nothing in this Division shall be construed as relieving any occupant or guest, whether registered or otherwise, of any short-term vacation rental unit, of their individual criminal or civil responsibility for the violation of any federal, state or local laws or regulations.

Sec. 7-3787. Taxes.

Short-term vacation rental unit owners are subject to state sales tax, County taxes, including but not limited to, the hotel/motel tax, and are liable for payment thereof as established by state law and the Macon-Bibb County Code of Ordinances. The County may seek to enforce payment of all applicable taxes to the extent provided by law, including by obtaining injunctive relief. The exclusion of any premises or business operation, or any category of business operation, from this Division shall have no effect on

whether the owner or operator of such premises or business operation is liable for any other taxes levied under this Code, or under any other state or federal law.

Secs. 7-37~~8~~ -- ~~9~~, 7-380. Reserved.



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 AUTHORIZING THE ABANDONMENT OF THE UNOPENED RIGHT-OF-WAY OF MCKINNEY DRIVE AND THE REMOVAL OF SUCH PATH FROM THE OFFICIAL ROAD MAP OF MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, David Johnson (the “Petitioner”) has petitioned to purchase the unopened right-of-way abutting his real property where such right-of-way intersects with Pine Ridge Drive and then dead ends into 777 McKinney Drive; and

WHEREAS, the petitioned for portion of McKinney Drive was dedicated to Bibb County in 1961 as part of the Wesleyan Estates development, but the aforesaid portion to McKinney Drive itself was never developed into a paved roadway; and

WHEREAS, the Macon-Bibb County Commission desires to formally abandon such parcel so that it may be properly returned to the tax digest and beneficial use; and

WHEREAS, pursuant to Georgia law, prior to the sale of any public road or right-of-way, such public way must be duly abandoned, in a process including notice to abutting owners and a public hearing, where the governing body finds that the roadway has ceased to serve a substantial public purpose; and

WHEREAS the portion of McKinney Drive subject to the Petition, is more readily identified in the survey included in Exhibit A; and

WHEREAS, the property is bordered on three sides by property owned by Petitioner and two other individuals; and

WHEREAS, notice of this petition for closure and abandonment, and the public hearing required to be held regarding such petition was sent to was sent to the abutting neighbors via U.S., Postal Service on October 19, 2023, and published in the Macon Telegraph on October 24, 2023 and October 31, 2023; and

WHEREAS, the Macon-Bibb County Commission has determined that the petitioned for portion McKinney Drive has ceased to be used by the public to the extent that no substantial public purpose is served by it and that its removal from the municipal road system is in the best public interest; and

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

NOW, THEREFORE, LET IT BE RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes that the petitioned-for portion McKinney Drive, running from the intersection of McKinney Drive with Pine Ridge Drive to the dead end of McKinney Drive be closed and abandoned, and that it shall no longer be part of the road system of Macon-Bibb County.

BE IT FURTHER RESOLVED that 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 any 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 Resolution.

BE IT FURTHER RESOLVED that 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 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.

IT IS SO RESOLVED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____

JANICE ROSS, CLERK OF COMMISSION

(SEAL)

Exhibit A



This image shows the portion of McKinney Drive to be abandoned pursuant to this Resolution, where McKinney Drive intersects Pine Ridge Drive and then runs in a southward direction to its dead end at the privately-owned parcel of real property known as 777 McKinney Drive.



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 MAYOR SIGN SUCH DOCUMENTS AS ARE NECESSARY TO PURCHASE THOSE PARCELS OF REAL ESTATE KNOWN AS 1207, 1217, 1223, AND 1257 MARTIN LUTHER KING, JR. BOULEVARD, BEING 0.77 ACRES, MORE OR LESS, IN TOTAL, FOR THE TOTAL AMOUNT OF \$68,862.00, PAYABLE FROM DOWNTOWN CHALLENGE GRANT FUNDS AND THE BLIGHT ELIMINATION REVOLVING LOAN FUND; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to purchase those parcels of real estate located at 1207, 1217, 1223, and 1257 Martin Luther King, Jr. Boulevard, in fee simple, for various uses; and

WHEREAS, the Macon-Bibb County Commission has previously accepted grant funding for the purpose of beautifying and developing this area of Martin Luther King, Jr. Boulevard, in the amounts of \$30,000.00 in Resolution No. R-21-0146, and \$18,000.00 in Resolution No. R-22-0001; 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 Macon-Bibb County Commission authorizes the Mayor to execute such documents as are necessary with the owners identified herein, for the fee purchase of those parcels of real estate as follows:

- 1207 Martin Luther King, Jr. Boulevard; Parcel No. Q082-0375; 0.13 acres, more or

less, owned by The Prowler Fund, and being purchased for \$10,062.00;

- 1217 Martin Luther King, Jr. Boulevard; Parcel No. Q082-0374; 0.05 acres, more or less, owned by Investor's Choice Property Management, and being purchased jointly with 1223 for a total of \$20,201.00;
- 1223 Martin Luther King, Jr. Boulevard; Parcel No. Q082-0373; 0.08 acres, more or less, owned by Investor's Choice Property Management, and being purchased jointly with 1217 for a total of \$20,201.00;
- 1257 Martin Luther King, Jr. Boulevard; Parcel No. Q082-0370; 0.51 acres, more or less, owned by GNC Properties, Inc., and being purchased for \$38,698.00.

for the total amount of \$68,862.00, to be paid to the extent allowable from the Downtown Challenge Grant funds which have been previously awarded, and with the balance of such costs to be paid from the Blight Elimination Revolving Loan Fund, substantially in accordance with the purchase and sales agreements collectively attached Exhibit A.

BE IT FURTHER RESOLVED that 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 that 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 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 that 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: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2023 Miller Authorizing Purchase Of
1207 MLK 1212 MLK 1223 MLK 1257 MLK 11-3-23.Docx*

EXHIBIT A



COLDWELL BANKER
COMMERCIAL
EBERHARDT & BARRY

EBERHARDT & BARRY, INC.

COMMERCIAL REALTORS

990 Riverside Drive

Post Office Box 6313

Macon, Georgia 31208

(478) 746-8171 – FAX (478) 746-1362

PURCHASE AND SALE AGREEMENT

Eberhardt & Barry, Inc. License Number H-1118

Stephanie Folsom License Number 209962

10/5/2023

THIS AGREEMENT made and entered into this _____ day between

J.H. Jackson, Clara M. Jackson and Michael H Jackson as Trustees for the Prowler Fund

(hereinafter described as Seller) and **James Bates, LLP and or assigns** (hereinafter described as Purchaser);

WITNESSETH:

All that tract or parcel of land being in the City of Macon, Bibb County, Georgia being described in a Deed of Record in Deed Book 7352 , Page 307, Clerk's office, Bibb Superior Court and having the address of 1207 Martin Luther King Jr. Blvd according to the present system of numbering streets and buildings in Macon, Bibb County Georgia. See attached Exhibit "A" the legal description and plat of property made a part of this Exclusive Listing Agreement by reference.

1. **PURCHASE PRICE AND METHOD OF PAYMENT:** The purchase price that the Purchaser agrees to pay and Seller agrees to accept is **Ten Thousand and Sixty-Two Dollars (\$10,062.00)** payable in full or as otherwise agreed to in cash or certified funds, on delivery of the deed.
2. **EARNEST MONEY:** Purchaser has paid to the undersigned Broker, Coldwell Banker Commercial Eberhardt & Barry, Inc., **Five Hundred Dollars (\$500.00)** receipt of which is hereby acknowledged by Broker as earnest money, which earnest money is to be deposited in Broker's Escrow Account within five business days of acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated. All parties to this agreement agree that Holder may, at Holder's option, deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit.
3. **WARRANTY OF TITLE:** Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by limited warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.
4. **TITLE EXAMINATION:** Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title to the Property and to furnish Seller with a written statement of objections

affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.

5. **WARRANTIES:** Seller represents that to the best of Seller's knowledge: (A) there are no existing or proposed governmental orders or condemnation proceeding affecting the Property and Seller has received no notice of any such order or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or government unit.
6. **INSPECTIONS:** Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss or damage suffered by Seller, Brokers or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellations, termination or consummation of this Agreement.
7. **CONDITION OF PROPERTY:** Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be cancelled; or (B) Purchaser may consummate the contract and receive such insurance is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller's damage is determined and Purchaser has been notified of such amount.
8. **AGENCY DISCLOSURE:** Seller and Purchaser acknowledge that Broker has acted for () Seller, (X) Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser with respect to the transaction contemplated herein. Seller and Purchaser acknowledge that Co-Broker has acted for () Seller, () Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser, with respect to the transaction completed herein.
9. **REAL ESTATE COMMISSION:** In negotiating this Agreement, Broker and Co-Broker (collectively "Brokers") have rendered a valuable service for which Brokers shall be paid a Commission at closing by **Purchaser** equal to ten percent (10%) of the Purchaser Price as follows:
100% to Coldwell Banker Commercial/Eberhardt & Barry, Inc
10. Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Broker(s) and no changes or modifications to this contract shall be made without the written approval of all three parties.
11. **DEFAULT; REMEDIES:** In the event the sale is not closed because of Seller's inability, failure or refusal to perform any of Seller's obligations herein, the Seller shall pay the full Commission to Brokers immediately, and Broker shall return the Earnest Money to Purchaser, which shall not constitute a waiver of any other right or remedy Purchaser may have against Seller. Purchaser agrees that if the sale is not closed because of Purchaser's inability, failure or refusal to perform any of Purchaser's obligations herein, Purchaser shall forthwith pay Brokers the full commission immediately, provided that Brokers may first apply up to one-half (1/2) of the Earnest Money toward payment of the Commission and shall pay the balance thereof to Seller as liquidated damages of Seller, if Seller claims such balance as Seller's liquidated damages in full settlement of any claim for damages against

Purchaser, whereupon Brokers shall be released from any and all liability for return of Earnest Money to Purchaser. In such event, Broker shall be entitled to apply one-half (1/2) of the Earnest Money against Broker's Commission, notwithstanding the fact that Seller may not claim or be entitled to the balance of the Earnest Money as liquidated damages, and Purchaser shall remain liable to Brokers for the balance of the full Commission. If Seller claims one-half (1/2) of the Earnest Money as liquidated damages, such sum shall be Seller's sole and exclusive remedy for such default and no action for specific performance shall thereafter be available against Purchaser.

12. **MISCELLANEOUS:** All property taxes, insurance, rents and mortgage interest, if applicable, shall be prorated as of the date of the closing. Purchaser shall pay the State of Georgia property transfer tax, and where applicable, Purchaser shall pay the Georgia intangible taxes.
13. Consummation and closing of this contract shall be on or before **15 days from the expiration date of the due diligence period. If the 15th day falls on a weekend or bank holiday the closing shall occur the next business day**.
14. Possession of the property shall be granted at closing, unless otherwise specified herein.
15. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties, and no representation, warranties, or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, it's heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.

16. **SPECIAL STIPULATIONS:**

The attached Special Stipulation shall, if conflicting with the foregoing, control:

- **Due Diligence:** Purchaser shall have 30 days from the date of a fully executed Purchase and Sale Agreement as a Due Diligence Period. Purchaser may terminate this agreement at any time during the 30 day period by presenting Seller with a written termination letter at which time the earnest money will be fully refunded to Purchaser. The notice letter must be emailed to the Seller at:
- **Tax Deferred Exchange (1031):** Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Purchaser, provided however that Seller shall not incur any cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Seller; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof.
- **AS IS:** Property is being sold "As Is."
- **Closing Cost:** Purchaser is paying for all of the closing cost with the exception of prorated taxes that the Seller will owe up to the date of closing and any unpaid trash or water bills against said property.

- **Notice Addresses:**

Seller:
 Attention Mike Jones
 5138 Old Atlanta Road Hampton GA. 30228
 Cell: 770-227-2120

Email Address:

Agent for Purchaser:

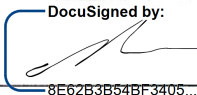
Cell: 478-361-8259

Address: 990 Riverside Drive Macon, GA 31201

AGREED AND ACKNOWLEDGED BY:

PURCHASER: **James Bates, LLP**

DocuSigned by:

By:  _____
8E62B3B54BF3405...

Name: Duke Groover

Title: MBC Attorney

Date: 10/5/2023

AGREED AND ACKNOWLEDGED BY:

SELLER: **J.H. Jackson Trustees for the Prowler Fund**

By: Deceased

Name: See Attached Death Certificate

Title: _____

Date: _____

AGREED AND ACKNOWLEDGED BY:

SELLER: **Clara M. Jackson Trustees for the Prowler Fund**

By: Deceased

Name: See Attached Death Certificate

Title: _____

Date: _____

AGREED AND ACKNOWLEDGED BY:

SELLER: **Michael H Jackson Trustees for the Prowler Fund**

By:  _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Bar Tax Office

SHERIFF'S TAX DEED



Doc ID: 004903960003 Type: GLR
 Filed: 01/10/2007 at 12:05:00 PM
 Fee Amt: \$12.00 Page 1 of 3
 Bibb County Superior Court
 Dianne Brannen Clerk

BK 7352 PG 307-309

STATE OF GEORGIA
 COUNTY OF BIBB

THIS INDENTURE MADE THIS 5TH DAY OF DECEMBER 2006, BETWEEN THOMAS W. TEDDERS JR. EX-OFFICIO SHERIFF OF SAID COUNTY, AND J. H. JACKSON, CLARA M. JACKSON AND MICHAEL H. JACKSON AS TRUSTEES FOR THE PROWLER FUND, OF THE STATE OF GEORGIA.

WHEREAS, THOMAS W. TEDDERS JR., EX-OFFICIO SHERIFF OF SAID COUNTY, DID ON THE 14TH DAY OF OCTOBER, 2006, LEVY A WRIT OF FIERI FACIAS ISSUED BY THE TAX COMMISSIONER OF SAID COUNTY AGAINST JOSEPH S. JAMES FOR YEAR (S) 2005 UPON A TRACT OF LAND LYING IN SAID COUNTY AND HEREINAFTER MORE FULLY DESCRIBED, THE PROPERTY LEVIED UPON AS THE PROPERTY OF JOSEPH S. JAMES AND AFTER DUE LEGAL ADVERTISEMENT IN THE MACON TELEGRAPH, A NEWSPAPER PUBLISHED IN BIBB COUNTY IN WHICH SHERIFF'S ADVERTISEMENTS ARE PUBLISHED, THE SAID EX-OFFICIO SHERIFF PROCEEDED ON THE 5TH DAY OF DECEMBER 2006, THE SAME BEING A DAY OF SALE, TO OFFER THE PROPERTY FOR SALE AND J. H. JACKSON, CLARA M. JACKSON AND MICHAEL H. JACKSON AS TRUSTEES FOR THE PROWLER FUND, BEING THEN AND THERE THE HIGHEST BIDDER AT AND FOR THE SUM OF THREE THOUSAND THREE HUNDRED THREE DOLLARS AND 10/100. THE SAID PROPERTY WAS THEN AND THERE KNOCKED OFF TO J. H. JACKSON, CLARA M. JACKSON AND MICHAEL H. JACKSON AS TRUSTEES FOR THE PROWLER FUND.

NOW, THOMAS W. TEDDERS JR., EX-OFFICIO SHERIFF, IN CONSIDERATION OF THE SUM OF THREE THOUSAND THREE HUNDRED THREE DOLLARS AND 10/100. CASH TO HIM IN HAND PAID BY J. H. JACKSON, CLARA M. JACKSON AND MICHAEL H. JACKSON AS TRUSTEES FOR THE PROWLER FUND AT BEFORE THE SEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPT THEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED, AND SOLD AND BY THESE PRESENTS GRANT, BARGAIN, AND SELL UNTO THE SAID J. H. JACKSON, CLARA M. JACKSON AND MICHAEL H. JACKSON AS TRUSTEES FOR THE PROWLER FUND THEIR HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED PROPERTY TOGETHER WITH THE IMPROVEMENTS THEREON, TO WIT:

ALL AND ONLY THAT PARCEL OF LAND DESIGNATED AS TAX PARCEL Q082-SWC24-1C-0375, BIBB COUNTY, GEORGIA, IN THE CITY OF MACON, BEING PART OF LOT 1, SQUARE 24, SOUTH WEST COMMONS, DESCRIBED IN DEED BOOK 4715, PAGE 71, KNOWN AS 1207 BROADWAY.

THIS CONVEYANCE MADE SUBJECT TO ALL COVENANTS, EASEMENTS, AND RIGHT-OF- WAYS RECORDED IN THE BIBB COUNTY LAND RECORDS.

TO HAVE AND TO HOLD THE SAID PREMISES, UNTO THE SAID J. H. JACKSON, CLARA M. JACKSON AND MICHAEL H. JACKSON AS TRUSTEES FOR THE PROWLER FUND, THEIR HEIRS AND ASSIGNS, IN AS FULL AND AMPLE A MANNER AS THE SAME WAS HELD AND POSSESSED BY THE SAID JOSEPH S. JAMES WHEN THE PROPERTY WAS LEVIED UPON AND SOLD.

IN WITNESS WHERE OF, THE SAID THOMAS W. TEDDERS JR., EX-OFFICIO SHERIFF OF BIBB COUNTY, HAS HEREUNTO SET HIS HAND AND AFFIXED HIS SEAL TO THE DAY AND YEAR FIRST ABOVE WRITTEN.

(SEAL)
 MACON-BIBB CO. TAX COMMISSIONER
 AND EX-OFFICIO SHERIFF

(SEAL)
 UNOFFICIAL WITNESS

SIGNED, SEALED AND DELIVERED IN THE PRESENCE HAVE

SWORN TO AND SUBSCRIBED
 BEFORE ME THE 5th DAY
 OF December, 2005

(SEAL)
 Commission Expires 2-23-2011
 Bibb County, Georgia

ENTRY AND NOTICE OF LEVY ON PROPERTY

State of Georgia
County of Bibb

Certified Mail
Return Receipt Requested
7006 0100 0000 3297 5606

October 12, 2006

Bibb/Dec D-94FC
James, Joseph S
1067 Bergen St
Brooklyn NY 11216-3307

You are hereby notified that a Fi.Fa was recorded by the Tax Commissioner of Bibb County against below named Defendant(s) in Fi.Fa., for taxes due the State of Georgia, Bibb County, and/or the City of Macon. Said execution has been levied by the undersigned upon the following Defendant(s) and Real Property situated in said state and county, to wit:

Map/Parcel Number: Q082-SWC24-1C-0375

Defendant in Fi.Fa: James, Joseph S

Current Property Owner: Same as Defendant in Fi.Fa.

Property Description: All and only that parcel of land designated as Tax Parcel Q082-SWC24-1C-0375, Bibb County, Georgia, in the City of Macon, being part of Lot 1, Square 24, South West Commons, described in Deed Book 4715, Page 71, known as 1207 Broadway.

Reference Deed: 4715/71

Tax Years Due: 2005

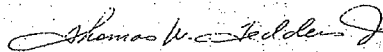
Please contact the Tax Commissioner's office immediately for the total amount of taxes due, if you believe the taxes on this property have been paid, or that this levy is invalid for any reason. The phone number is (478) 621-6500.

Unless this tax indebtedness is paid by Cash, Cashier's Check or Money Order, this property will be advertised to be sold on the first Tuesday in December in order to satisfy the tax liability.

Please be advised that unless this bill is paid or otherwise contested, the Tax Commissioner, as Ex-Officio Sheriff of Bibb County, will be required to proceed to advertise this property for sale in satisfaction of the taxes. This will result in substantially increased cost and expenses being added to the tax bill set out above. Additionally, if the property goes to sale, the individual buying the property may immediately thereafter add twenty percent (20%) of the bid-in price as a surcharge before allowing you to redeem or buy back your property.

The sale is scheduled to take place on the Courthouse steps in Macon, Bibb County, Georgia on the first Tuesday in December, 2006, the same being December 5, 2006. Advertising is scheduled for 4 consecutive weeks in November prior to the sale. This will be the last notice you receive prior to advertisement.

Thomas W. Tedders, Jr., Bibb County Tax Commissioner
Bibb County Courthouse, Room 200
Macon GA 31208



As Ex-Officio Sheriff, Bibb County

GEORGIA DEATH CERTIFICATE

State File Number 2016GA000043098

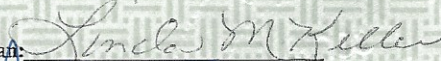
1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) JAPETH HARVEY JACKSON		1a. IF FEMALE, ENTER LAST NAME AT BIRTH		2. SEX MALE	2a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 07/15/2016	
3. SOCIAL SECURITY NUMBER 252-34-1785	4a. AGE (Years) 92	4b. UNDER 1 YEAR Mos.	4c. UNDER 1 DAY Days	5. DATE OF BIRTH (Mo., Day, Year) 05/09/1924		
6. BIRTHPLACE GEORGIA	7a. RESIDENCE - STATE GEORGIA	7b. COUNTY JASPER		7c. CITY, TOWN MONTICELLO		
7d. STREET AND NUMBER 367 BROOKHOLLOW DRIVE		7e. ZIP CODE 31064		7f. INSIDE CITY LIMITS? NO		8. ARMED FORCES? NO
8a. USUAL OCCUPATION RESIDENTIAL BUILDER		8b. KIND OF INDUSTRY OR BUSINESS CONSTRUCTION				
9. MARITAL STATUS MARRIED		10. SPOUSE NAME CLARA MAE MOULTRIE			11. FATHER'S FULL NAME (First, Middle, Last) HOWARD NOLAN JACKSON	
12. MOTHER'S MAIDEN NAME (First, Middle, Last) MAMYE LUCILLE WAITS		13a. INFORMANT'S NAME (First, Middle, Last) CLARA MOULTRIE JACKSON			13b. RELATIONSHIP TO DECEDENT WIFE	
13c. MAILING ADDRESS 367 BROOKHOLLOW DRIVE MONTICELLO GEORGIA 31064				14. DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED		
15. ORIGIN OF DECEDENT (Italian, Mex., French, English, etc.) NO, NOT SPANISH/HISPANIC/LATINO		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE				
17a. IF DEATH OCCURRED IN HOSPITAL		17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify) HOSPICE FACILITY				
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) ETERNAL HOPE HOSPICE				19. CITY, TOWN or LOCATION OF DEATH GRIFFIN		20. COUNTY OF DEATH SPALDING
21. METHOD OF DISPOSITION (specify) BURIAL		22. PLACE OF DISPOSITION COLLEGE PARK CEMETERY CO. INC 3600 N. ADAMS STREET COLLEGE PARK GEORGIA 30337				23. DISPOSITION DATE (Mo., Day, Year) 07/18/2016
24a. EMBALMER'S NAME WILEY PHILLIPS JORDAN JR		24b. EMBALMER LICENSE NO. 3684		25. FUNERAL HOME NAME JORDAN FUNERAL HOME INC		
25a. FUNERAL HOME ADDRESS 264 HILLSBORO STREET BOX 46 MONTICELLO GEORGIA 31064						
26a. SIGNATURE OF FUNERAL DIRECTOR W PHILLIPS JORDAN				26b. FUN. DIR. LICENSE NO 4078		
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 07/15/2016		28. HOUR PRONOUNCED DEAD 11:21 AM				
29a. PRONOUNCER'S NAME Sue S Mallard				29b. LICENSE NUMBER RN130783		29c. DATE SIGNED 07/15/2016
30. TIME OF DEATH 11:21 AM		31. WAS CASE REFERRED TO MEDICAL EXAMINER NO				
32. Part I. Enter the chain of events-diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, Of ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. A. SPINAL CANCER Due to, or as a consequence of B. Due to, or as a consequence of C. Due to, or as a consequence of D.						Approximate interval between onset and death MONTHS
Part II. Enter significant conditions contributing to death but not related to cause given in Part 1A. If female, indicate if pregnant or birth occurred within 90 days of death. END-STAGE CARDIOMYOPATHY WITH CONGESTIVE HEART FAILURE				33. WAS AUTOPSY PERFORMED? NO		34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?
35. TOBACCO USE CONTRIBUTED TO DEATH UNKNOWN		36. IF FEMALE (range 10-54) PREGNANT NOT APPLICABLE			37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL	
38. DATE OF INJURY (Mo., Day, Year)	39. TIME OF INJURY	40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)			41. INJURY AT WORK? (Yes or No)	
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)						
43. DESCRIBE HOW INJURY OCCURRED					44. IF TRANSPORTATION INJURY	
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) THOMAS AARON BUICE, DR, 051758				46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)		
45a. DATE SIGNED (Mo., Day, Year) 07/28/2016	45b. HOUR OF DEATH 11:21 AM	46a. DATE SIGNED (Mo., Day, Year)		46b. HOUR OF DEATH		
47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH THOMAS AARON BUICE 522 A GREENWOOD STREET BARNESVILLE GEORGIA 30204						
48. REGISTRAR (Signature) /S/ DONNA L. MOORE				49. DATE FILED - REGISTRAR (Mo., Day, Year) 07/29/2016		

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE
OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER
THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA, AND 290-1-3 DPH RULES AND REGULATIONS.



STATE REGISTRAR AND CUSTODIAN
GEORGIA STATE OFFICE OF VITAL RECORDS

County Custodian:



Issued by:



Date Issued:

7-29-2016

Any reproduction of this document is prohibited by statute. Do not accept unless embossed with a raised seal.

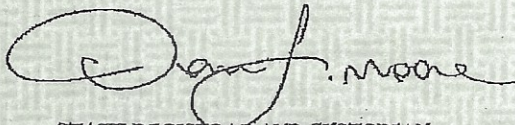
VOID IF ALTERED OR COPIED

GEORGIA DEATH CERTIFICATE

State File Number 2017GA000023869

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) CLARA MAE JACKSON		1a. IF FEMALE, ENTER LAST NAME AT BIRTH MOULTRIE		2. SEX FEMALE		2a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 04/20/2017	
3. SOCIAL SECURITY NUMBER 258-32-0064		4a. AGE (Years) 89		4b. UNDER 1 YEAR Mos. Days Hours Mins.		4c. UNDER 1 DAY 08/05/1927	
6. BIRTHPLACE GEORGIA		7a. RESIDENCE - STATE GEORGIA		7b. COUNTY JASPER		7c. CITY, TOWN MONTICELLO	
7d. STREET AND NUMBER 367 BROOKHOLLOW DRIVE		7e. ZIP CODE 31064		7f. INSIDE CITY LIMITS? NO		8. ARMED FORCES? NO	
8a. USUAL OCCUPATION HOME MAKER		8b. KIND OF INDUSTRY OR BUSINESS OWN HOME					
9. MARITAL STATUS WIDOWED		10. SPOUSE NAME JAPETH HARVEY JACKSON				11. FATHER'S FULL NAME (First, Middle, Last) CLYDE CALVERT MOULTRIE	
12. MOTHER'S MAIDEN NAME (First, Middle, Last) METTIE WATTS		13a. INFORMANT'S NAME (First, Middle, Last) MICHAEL H. JACKSON				13b. RELATIONSHIP TO DECEDENT SON	
13c. MAILING ADDRESS 1224 CRAWFORD ROAD BARNESVILLE GEORGIA 30204				14. DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED			
15. ORIGIN OF DECEDENT (Italian, Mex., French, English, etc.) NO, NOT SPANISH/HISPANIC/LATINO				16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE			
17a. IF DEATH OCCURRED IN HOSPITAL				17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify) HOSPICE FACILITY			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) ETERNAL HOPE HOSPICE				19. CITY, TOWN or LOCATION OF DEATH GRIFFIN		20. COUNTY OF DEATH SPALDING	
21. METHOD OF DISPOSITION (specify) BURIAL		22. PLACE OF DISPOSITION COLLEGE PARK CEMETERY CO. INC 3600 N. ADAMS STREET COLLEGE PARK GEORGIA 30337				23. DISPOSITION DATE (Mo., Day, Year) 04/24/2017	
24a. EMBALMER'S NAME WILEY PHILLIPS JORDAN JR		24b. EMBALMER LICENSE NO. 3684		25. FUNERAL HOME NAME JORDAN FUNERAL HOME INC			
25a. FUNERAL HOME ADDRESS 264 HILLSBORO STREET BOX 46 MONTICELLO GEORGIA 31064							
26a. SIGNATURE OF FUNERAL DIRECTOR W PHILLIPS JORDAN				26b. FUN. DIR. LICENSE NO 4078		AMENDMENTS	
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 04/20/2017		28. HOUR PRONOUNCED DEAD 03:30 PM					
29a. PRONOUNCER'S NAME Jennifer Lynn Hartman Folser				29b. LICENSE NUMBER RN130876		29c. DATE SIGNED 04/20/2017	
30. TIME OF DEATH 03:30 PM				31. WAS CASE REFERRED TO MEDICAL EXAMINER NO			
32. Part I. Enter the chain of events-diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, Of ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.						Approximate interval between onset and death	
IMMEDIATE CAUSE (Final disease or condition resulting in death)						WEEKS	
A. LARGE LEFT INTRACEREBRAL HEMORRHAGE							
Due to, or as a consequence of							
B.							
Due to, or as a consequence of							
C.							
Due to, or as a consequence of							
D.							
Part II. Enter significant conditions contributing to death but not related to cause given in Part 1A. If female, indicate if pregnant or birth occurred within 90 days of death.				33. WAS AUTOPSY PERFORMED? NO		34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?	
35. TOBACCO USE CONTRIBUTED TO DEATH NO		36. IF FEMALE (range 10-54) PREGNANT NOT APPLICABLE		37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL			
38. DATE OF INJURY (Mo., Day, Year)		39. TIME OF INJURY		40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)		41. INJURY AT WORK? (Yes or No)	
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)							
43. DESCRIBE HOW INJURY OCCURRED				44. IF TRANSPORTATION INJURY			
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) CHARLES DAVID HITSON, MD, 026554				46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)			
45a. DATE SIGNED (Mo., Day, Year) 04/26/2017		45b. HOUR OF DEATH 03:30 PM		46a. DATE SIGNED (Mo., Day, Year)		46b. HOUR OF DEATH	
47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH CHARLES DAVID HITSON 231 GRAEFE STREET GRIFFIN GEORGIA 30224							
48. REGISTRAR (Signature) /S/ DONNA L. MOORE				49. DATE FILED - REGISTRAR (Mo., Day, Year) 04/27/2017			

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE
OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER
THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA, AND 290-1-3 DPH RULES AND REGULATIONS.



STATE REGISTRAR AND CUSTODIAN
GEORGIA STATE OFFICE OF VITAL RECORDS

County Custodian: Linda M Keller
Issued by: Raybana Bmg
Date Issued: 04/27/17

Any reproduction of this document is prohibited by statute. Do not accept unless embossed with a raised seal.

VOID IF ALTERED OR COPIED



EBERHARDT & BARRY, INC.

COMMERCIAL REALTORS

990 Riverside Drive

Post Office Box 6313

Macon, Georgia 31208

(478) 746-8171 – FAX (478) 746-1362

PURCHASE AND SALE AGREEMENT

Eberhardt & Barry, Inc. License Number H-1118

Stephanie Folsom License Number 209962

THIS AGREEMENT made and entered into this 9/21/2023 day between
Investors Choice Property Management, Inc. (hereinafter described as Seller) and
James Bates, LLP and or assigns (hereinafter described as Purchaser);

WITNESSETH:

All that tract or parcel of land being in the City of Macon, Bibb County, Georgia being described in a Deed of Record in Deed Book 9310 , Page 163, Clerk's office, Bibb Superior Court and having the address of 1217 Martin Luther King Jr. Blvd according to the present system of numbering streets and buildings in Macon, Bibb County Georgia. See attached Exhibit "A" the legal description and plat of property made a part of this Exclusive Listing Agreement by reference.

All that tract or parcel of land being in the City of Macon, Bibb County, Georgia being described in a Deed of Record in Deed Book 9310 , Page 165, Clerk's office, Bibb Superior Court and having the address of 1223 Martin Luther King Jr. Blvd according to the present system of numbering streets and buildings in Macon, Bibb County Georgia. See attached Exhibit "A" the legal description and plat of property made a part of this Exclusive Listing Agreement by reference.

1. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price that the Purchaser agrees to pay and Seller agrees to accept is Twenty Thousand One Hundred and Two Dollars (\$20,102.00) payable in full or as otherwise agreed to in cash or certified funds, on delivery of the deed.
2. EARNEST MONEY: Purchaser has paid to the undersigned Broker, Coldwell Banker Commercial Eberhardt & Barry, Inc., One Thousand Dollars (\$1,000.00) receipt of which is hereby acknowledged by Broker as earnest money, which earnest money is to be deposited in Broker's Escrow Account within three days of acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated. All parties to this agreement agree that Holder may, at Holder's option, deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit.
3. WARRANTY OF TITLE: Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and

marketable, fee simple title to the Property to Purchaser by limited warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.

4. **TITLE EXAMINATION:** Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title to the Property and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.
5. **WARRANTIES:** Seller represents that to the best of Seller's knowledge: (A) there are no existing or proposed governmental orders or condemnation proceeding affecting the Property and Seller has received no notice of any such order or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or government unit.
6. **INSPECTIONS:** Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss or damage suffered by Seller, Brokers or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellations, termination or consummation of this Agreement.
7. **CONDITION OF PROPERTY:** Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be cancelled; or (B) Purchaser may consummate the contract and receive such insurance is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller's damage is determined and Purchaser has been notified of such amount.
8. **AGENCY DISCLOSURE:** Seller and Purchaser acknowledge that Broker has acted for () Seller, (☒) Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser with respect to the transaction contemplated herein. Seller and Purchaser acknowledge that Co-Broker has acted for () Seller, () Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser, with respect to the transaction completed herein.
9. **REAL ESTATE COMMISSION:** In negotiating this Agreement, Broker and Co-Broker (collectively "Brokers") have rendered a valuable service for which Brokers shall be paid a Commission at closing by **Purchaser** equal to ten percent (10 %) of the Purchaser Price as follows:
100% to Coldwell Banker Commercial/Eberhardt & Barry, Inc
10. Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Broker(s) and no changes or modifications to this contract shall be made without the written approval of all three parties.
11. **DEFAULT; REMEDIES:** In the event the sale is not closed because of Seller's inability, failure or refusal to perform any of Seller's obligations herein, the Seller shall pay the full Commission to Brokers immediately, and Broker shall return the Earnest Money to Purchaser, which shall not constitute a waiver of any other right or remedy Purchaser may have against Seller. Purchaser agrees

that if the sale is not closed because of Purchaser's inability, failure or refusal to perform any of Purchaser's obligations herein, Purchaser shall forthwith pay Brokers the full commission immediately, provided that Brokers may first apply up to one-half (1/2) of the Earnest Money toward payment of the Commission and shall pay the balance thereof to Seller as liquidated damages of Seller, if Seller claims such balance as Seller's liquidated damages in full settlement of any claim for damages against Purchaser, whereupon Brokers shall be released from any and all liability for return of Earnest Money to Purchaser. In such event, Broker shall be entitled to apply one-half (1/2) of the Earnest Money against Broker's Commission, notwithstanding the fact that Seller may not claim or be entitled to the balance of the Earnest Money as liquidated damages, and Purchaser shall remain liable to Brokers for the balance of the full Commission. If Seller claims one-half (1/2) of the Earnest Money as liquidated damages, such sum shall be Seller's sole and exclusive remedy for such default and no action for specific performance shall thereafter be available against Purchaser.

12. **MISCELLANEOUS:** All property taxes, insurance, rents and mortgage interest, if applicable, shall be prorated as of the date of the closing. Purchaser shall pay the State of Georgia property transfer tax, and where applicable, Purchaser shall pay the Georgia intangible taxes.
13. Consummation and closing of this contract shall be on or before **15 days from the expiration date of the due diligence period. If the 15th day falls on a weekend or bank holiday the closing shall occur the next business day**.
14. Possession of the property shall be granted at closing, unless otherwise specified herein.
15. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties, and no representation, warranties, or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, it's heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.

16. **SPECIAL STIPULATIONS:**

The attached Special Stipulation shall, if conflicting with the foregoing, control:

- **Due Diligence:** Purchaser shall have 30 days from the date of a fully executed Purchase and Sale Agreement as a Due Diligence Period. Purchaser may terminate this agreement at any time during the 30 day period by presenting Seller with a written termination letter at which time the earnest money will be fully refunded to Purchaser. The notice letter must be emailed to the Seller at: contactus@investorschoicepmginc.com
- **Tax Deferred Exchange (1031):** Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Purchaser, provided however that Seller shall not incur any cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Seller; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof.
- **AS IS:** Property is being sold "As Is."
- **Closing Cost:** Purchaser is paying for all of the closing cost with the exception of prorated taxes that the Seller will owe up to the date of closing and any unpaid trash or water bills against said property.

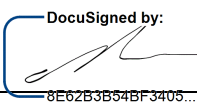
- **Notice Addresses:**

Seller: Investors Choice Property, Inc.
Attention Carla Jones
2064 Ridgedale Rd NE Atlanta, GA 30317
Cell: 404-953-8351
Email Address: contactus@investorschoicepmginc.com

Agent for Purchaser: stephanie@cbcworldwide.com
Cell: 478-361-8259
Address: 990 Riverside Drive Macon, GA 31201

AGREED AND ACKNOWLEDGED BY:

PURCHASER:

By:  8E62B3B54BF3405...
Name: Duke Groover
Title: Attorney
Date: 9/20/2023

AGREED AND ACKNOWLEDGED BY:

SELLER:

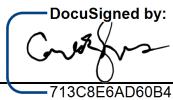
By:  713C8E6AD60B41A...
Name: Carla Jones
Title: CEO
Date: 9/21/2023

EXHIBIT "A"

Office

FILED
CLERK'S OFFICE

SHERIFF'S TAX DEED AUG 27 AM 10: 13

STATE OF GEORGIA
COUNTY OF BIBBDoc ID: 011239020002 Type: GLR
Recorded: 08/27/2014 at 10:13:00 AM
Fee Amt: \$10.00 Page 1 of 2
Bibb County Superior Court
Erica Woodford Clerk

BK 9310 PG 163-164

THIS INDENTURE MADE THIS 5TH DAY OF AUGUST, 2014, BETWEEN THOMAS W. TEDDERS, JR. EX-OFFICIO SHERIFF OF SAID COUNTY, AND INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC., OF THE COUNTY OF DEKALB, STATE OF GEORGIA.

WHEREAS, THOMAS W. TEDDERS, JR. EX-OFFICIO SHERIFF OF SAID COUNTY, DID ON THE 16TH DAY OF JUNE, 2014, LEVY A WRIT OF FIERI FACIAS ISSUED BY THE TAX COMMISSIONER OF SAID COUNTY AGAINST RSJ BUILDERS GROUP, LLC, YEAR(S) 2005 THROUGH 2012 UPON A TRACT OF LAND LYING IN SAID COUNTY AND HEREINAFTER MORE FULLY DESCRIBED, THE PROPERTY LEVIED UPON AS THE PROPERTY OF RSJ BUILDERS GROUP, LLC, AND AFTER DUE LEGAL ADVERTISEMENT IN THE TELEGRAPH, A NEWSPAPER PUBLISHED IN BIBB COUNTY IN WHICH SHERIFF'S ADVERTISEMENTS ARE PUBLISHED, THE SAID EX-OFFICIO SHERIFF PROCEEDED ON THE 5TH DAY OF AUGUST, 2014 THE SAME BEING A DAY OF SALE, TO OFFER THE PROPERTY FOR SALE AND INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC. BEING THEN AND THERE THE HIGHEST BIDDER AT AND FOR THE SUM OF TWO THOUSAND TWO HUNDRED AND THIRTY SIX DOLLARS AND 47/100. THE SAID PROPERTY WAS THEN AND THERE KNOCKED OFF TO INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC.

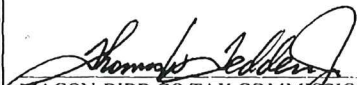
NOW, THOMAS W. TEDDERS, JR., EX-OFFICIO SHERIFF, IN CONSIDERATION OF THE SUM OF TWO THOUSAND TWO HUNDRED AND THIRTY SIX DOLLARS AND 47/100, CASH TO HIM IN HAND PAID BY INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC. AT BEFORE SEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPT THEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED, AND SOLD AND BY THESE PRESENTS GRANTS, BARGAINS, AND SELLS UNTO THE SAID INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC., THEIR HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED PROPERTY TOGETHER WITH THE IMPROVEMENTS THEREON, TO WIT:

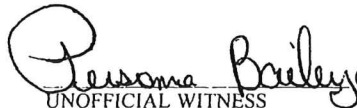
ALL AND ONLY THAT PARCEL OF LAND DESIGNATED AS TAX PARCEL Q082 SWC24 1B 0374, LYING IN THE CITY OF MACON, BIBB COUNTY, GEORGIA, BEING PART OF LOT 1, SQUARE 24, SOUTHWEST COMMONS, BEING PARCEL 3, DESCRIBED IN DEED BOOK 5664, PAGE 63, THE DESCRIPTION CONTAINED THEREIN BEING INCORPORATED HEREIN BY THIS REFERENCE, KNOWN AS 1217 MARTIN LUTHER KING, JR. BOULEVARD.

THIS CONVEYANCE MADE SUBJECT TO ALL COVENANTS, EASEMENTS, AND RIGHT-OF-WAYS RECORDED IN THE BIBB COUNTY LAND RECORDS.

TO HAVE AND TO HOLD THE SAID PREMISES, UNTO THE SAID INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC. THEIR HEIRS AND ASSIGNS, IN AS FULL AND AMPLE A MANNER AS THE SAME WAS HELD AND POSSESSED BY THE SAID RSJ BUILDERS GROUP, LLC. WHEN THE PROPERTY WAS LEVIED UPON AND SOLD.

IN WITNESS WHERE OF, THE SAID THOMAS W. TEDDERS, JR., EX-OFFICIO SHERIFF OF BIBB COUNTY, HAS HEREUNTO SET HIS HAND AND AFFIXED HIS SEAL TO THE DAY AND YEAR FIRST ABOVE WRITTEN.

 (SEAL)
MACON-BIBB CO. TAX COMMISSIONER
AND EX-OFFICIO SHERIFF

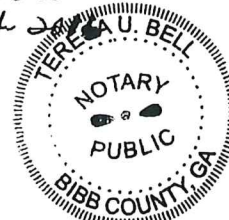
 (SEAL)
UNOFFICIAL WITNESS



SIGNED, SEALED AND DELIVERED IN THE PRESENCE HAVE: Teressa U. Bell (SEAL)

SWORN TO AND SUBSCRIBED
BEFORE ME THE 19, DAY
OF August, 2014

40. 10-24 2014



B&R Tax office

SHERIFF'S TAX DEED

STATE OF GEORGIA
COUNTY OF BIBB

FILED
CLERK'S OFFICE
Doc ID: 011239030002 Type: GLR
Recorded: 08/27/2014 at 10:13:00 AM
Fee Amt: \$10.00 Page 1 of 2
Bibb County Superior Court
Erica Woodford Clerk

BK 9310 PG 165-166

THIS INDENTURE MADE THIS 5TH DAY OF AUGUST, 2014, BETWEEN THOMAS W. TEDDERS, JR. EX-OFFICIO SHERIFF OF SAID COUNTY, AND INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC., OF THE COUNTY OF DEKALB, STATE OF GEORGIA.

WHEREAS, THOMAS W. TEDDERS, JR. EX-OFFICIO SHERIFF OF SAID COUNTY, DID ON THE 16TH DAY OF JUNE, 2014, LEVY A WRIT OF FIERI FACIAS ISSUED BY THE TAX COMMISSIONER OF SAID COUNTY AGAINST RSJ BUILDERS GROUP, LLC. YEAR(S) 2005 THROUGH 2012 UPON A TRACT OF LAND LYING IN SAID COUNTY AND HEREINAFTER MORE FULLY DESCRIBED, THE PROPERTY LEVIED UPON AS THE PROPERTY OF RSJ BUILDERS GROUP, LLC., AND AFTER DUE LEGAL ADVERTISEMENT IN THE TELEGRAPH, A NEWSPAPER PUBLISHED IN BIBB COUNTY IN WHICH SHERIFF'S ADVERTISEMENTS ARE PUBLISHED, THE SAID EX-OFFICIO SHERIFF PROCEEDED ON THE 5TH DAY OF AUGUST, 2014 THE SAME BEING A DAY OF SALE, TO OFFER THE PROPERTY FOR SALE AND INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC. BEING THEN AND THERE THE HIGHEST BIDDER AT AND FOR THE SUM OF TWO THOUSAND TWO HUNDRED AND NINETY SEVEN DOLLARS AND 80/100. THE SAID PROPERTY WAS THEN AND THERE KNOCKED OFF TO INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC.

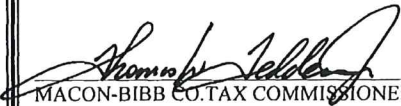
NOW, THOMAS W. TEDDERS, JR. EX-OFFICIO SHERIFF, IN CONSIDERATION OF THE SUM OF TWO THOUSAND TWO HUNDRED AND NINETY SEVEN DOLLARS AND 80/100. CASH TO HIM IN HAND PAID BY INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC. AT BEFORE SEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPT THEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED, AND SOLD AND BY THESE PRESENTS GRANTS, BARGAINS, AND SELLS UNTO THE SAID INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC., THEIR HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED PROPERTY TOGETHER WITH THE IMPROVEMENTS THEREON, TO WIT:

ALL AND ONLY THAT PARCEL OF LAND DESIGNATED AS TAX PARCEL Q082 SWC24 1A 0373, LYING IN THE CITY OF MACON, BIBB COUNTY, GEORGIA, BEING PART OF LOT 1, SQUARE 24, SOUTHWEST COMMONS, BEING PARCEL 2, DESCRIBED IN DEED BOOK 5664, PAGE 63, THE DESCRIPTION CONTAINED THEREIN BEING INCORPORATED HEREIN BY THIS REFERENCE, KNOWN AS 1223 MARTIN LUTHER KING, JR. BOULEVARD.

THIS CONVEYANCE MADE SUBJECT TO ALL COVENANTS, EASEMENTS, AND RIGHT-OF- WAYS RECORDED IN THE BIBB COUNTY LAND RECORDS.

TO HAVE AND TO HOLD THE SAID PREMISES, UNTO THE SAID INVESTOR'S CHOICE PROPERTY MANAGEMENT GROUP, INC. THEIR HEIRS AND ASSIGNS, IN AS FULL AND AMPLE A MANNER AS THE SAME WAS HELD AND POSSESSED BY THE SAID RSJ BUILDERS GROUP, LLC. WHEN THE PROPERTY WAS LEVIED UPON AND SOLD.

IN WITNESS WHERE OF, THE SAID THOMAS W. TEDDERS, JR., EX-OFFICIO SHERIFF OF BIBB COUNTY, HAS HEREUNTO SET HIS HAND AND AFFIXED HIS SEAL TO THE DAY AND YEAR FIRST ABOVE WRITTEN.

 (SEAL)
MACON-BIBB CO. TAX COMMISSIONER
AND EX-OFFICIO SHERIFF

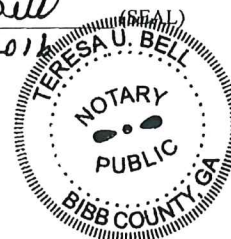
 (SEAL)
UNOFFICIAL WITNESS



SIGNED, SEALED AND DELIVERED IN THE PRESENCE HAVE:

 (SEAL)
exp. 10-24-2014

SWORN TO AND SUBSCRIBED
BEFORE ME THE 19, DAY
OF August, 2014





**COLDWELL BANKER
COMMERCIAL**
EBERHARDT & BARRY

EBERHARDT & BARRY, INC.

COMMERCIAL REALTORS

990 Riverside Drive

Post Office Box 6313

Macon, Georgia 31208

(478) 746-8171 – FAX (478) 746-1362

PURCHASE AND SALE AGREEMENT

Eberhardt & Barry, Inc. License Number H-1118

Stephanie Folsom License Number 209962

THIS AGREEMENT made and entered into this 10/12/2023 day between
GNC Properties, Inc (hereinafter described as Seller) and James Bates, LLP and or assigns
(hereinafter described as Purchaser);

WITNESSETH:

All that tract or parcel of land known as Tract 5 with Tax Parcel number Q082-0370 being in the City of Macon, Bibb County, Georgia being described in a Deed of Record in Deed Book 9971, Page 16, Clerk's office, Bibb Superior Court and having the address of 1257 Martin Luther King Jr. Blvd (Broadway) according to the present system of numbering streets and buildings in Macon, Bibb County Georgia. See attached Exhibit "A" the legal description.

1. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price that the Purchaser agrees to pay and Seller agrees to accept is Thirty-Eight Thousand Six Hundred and Ninety-Eight Dollars (\$38,698.00) payable in full or as otherwise agreed to in cash or certified funds, on delivery of the deed.
2. EARNEST MONEY: Purchaser has paid to the undersigned Broker, Coldwell Banker Commercial Eberhardt & Barry, Inc., Five Hundred Dollars (\$500.00) receipt of which is hereby acknowledged by Broker as earnest money, which earnest money is to be deposited in Broker's Escrow Account within three business days of acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated. All parties to this agreement agree that Holder may, at Holder's option, deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit.
3. WARRANTY OF TITLE: Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by limited warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.
4. TITLE EXAMINATION: Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title to the Property and to furnish Seller with a written statement of objections

affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.

5. WARRANTIES: Seller represents that to the best of Seller's knowledge: (A) there are no existing or proposed governmental orders or condemnation proceeding affecting the Property and Seller has received no notice of any such order or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or government unit.
6. INSPECTIONS: Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss or damage suffered by Seller, Brokers or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellations, termination or consummation of this Agreement.
7. CONDITION OF PROPERTY: Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be cancelled; or (B) Purchaser may consummate the contract and receive such insurance is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller's damage is determined and Purchaser has been notified of such amount.
8. AGENCY DISCLOSURE: Seller and Purchaser acknowledge that Broker has acted for () Seller, (X) Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser with respect to the transaction contemplated herein. Seller and Purchaser acknowledge that Co-Broker has acted for () Seller, () Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser, with respect to the transaction completed herein.
9. REAL ESTATE COMMISSION: In negotiating this Agreement, Broker and Co-Broker (collectively "Brokers") have rendered a valuable service for which Brokers shall be paid a Commission at closing by **Purchaser** equal to ten percent (10%) of the Purchaser Price as follows:
100% to Coldwell Banker Commercial/Eberhardt & Barry, Inc
10. Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Broker(s) and no changes or modifications to this contract shall be made without the written approval of all three parties.
11. DEFAULT; REMEDIES: In the event the sale is not closed because of Seller's inability, failure or refusal to perform any of Seller's obligations herein, the Seller shall pay the full Commission to Brokers immediately, and Broker shall return the Earnest Money to Purchaser, which shall not constitute a waiver of any other right or remedy Purchaser may have against Seller. Purchaser agrees that if the sale is not closed because of Purchaser's inability, failure or refusal to perform any of Purchaser's obligations herein, Purchaser shall forthwith pay Brokers the full commission immediately, provided that Brokers may first apply up to one-half (1/2) of the Earnest Money toward payment of the Commission and shall pay the balance thereof to Seller as liquidated damages of Seller, if Seller claims such balance as Seller's liquidated damages in full settlement of any claim for damages against

Purchaser, whereupon Brokers shall be released from any and all liability for return of Earnest Money to Purchaser. In such event, Broker shall be entitled to apply one-half (1/2) of the Earnest Money against Broker's Commission, notwithstanding the fact that Seller may not claim or be entitled to the balance of the Earnest Money as liquidated damages, and Purchaser shall remain liable to Brokers for the balance of the full Commission. If Seller claims one-half (1/2) of the Earnest Money as liquidated damages, such sum shall be Seller's sole and exclusive remedy for such default and no action for specific performance shall thereafter be available against Purchaser.

12. **MISCELLANEOUS:** All property taxes, insurance, rents and mortgage interest, if applicable, shall be prorated as of the date of the closing. Purchaser shall pay the State of Georgia property transfer tax, and where applicable, Purchaser shall pay the Georgia intangible taxes.
13. Consummation and closing of this contract shall be on or before 15 days from the expiration date of the due diligence period. If the 15th day falls on a weekend or bank holiday the closing shall occur the next business day.
14. Possession of the property shall be granted at closing, unless otherwise specified herein.
15. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties, and no representation, warranties, or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, its heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.
16. **SPECIAL STIPULATIONS:**

The attached Special Stipulation shall, if conflicting with the foregoing, control:

- **Due Diligence:** Purchaser shall have 30 days from the date of a fully executed Purchase and Sale Agreement as a Due Diligence Period. Purchaser may terminate this agreement at any time during the 30 day period by presenting Seller with a written termination letter at which time the earnest money will be fully refunded to Purchaser. The notice letter must be emailed to the Seller's attorney at: boone@shhrlaw.com
- **Tax Deferred Exchange (1031):** Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Purchaser, provided however that Seller shall not incur any cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Seller; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof.
- **AS IS:** Property is being sold "As Is."
- **Closing Cost:** Purchaser is paying for all of the closing cost with the exception of prorated taxes that the Seller will owe up to the date of closing and any unpaid trash or water bills against said property.

- **Notice Addresses:**

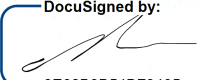
Seller:
Attention Boone Smith IV
688 Walnut Street Macon, GA 31201
Cell: 478-743-4436
Email Address: boone@shhrlaw.com

Agent for Purchaser: stephanie@cbcworldwide.com
Cell: 478-361-8259
Address: 990 Riverside Drive Macon, GA 31201

AGREED AND ACKNOWLEDGED BY:

PURCHASER: **James Bates, LLP**

DocuSigned by:

By:  _____
8E62B3B64BF3406...

Duke Groover

Name: _____

Title: MBC Attorney

Date: 10/12/2023

AGREED AND ACKNOWLEDGED BY:

SELLER: **GNC Properties, Inc**

By:  _____

Name: _____

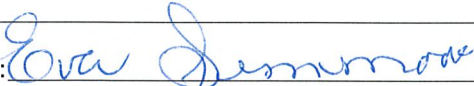
Title: _____

Date: 10/10/2023

AGREED AND ACKNOWLEDGED BY:

SELLER: **GNC Properties, Inc**

By: _____

Name:  _____

Title: _____

Date: 10/10/2023

EXHIBIT "A"

This instrument prepared by and after
recording is to be returned to:

John D. Reeves
Smith, Hawkins, Hollingsworth & Reeves, LLP
PO Box 6495
Macon, Georgia 31208

7364-535


Doc ID: 013657180005 Type: GLR
Recorded: 08/14/2017 at 04:09:00 PM
Fee Amt: \$16.00 Page 1 of 5
Bibb County Superior Court
Erica Woodford Clerk
BK **9971** PG **16-20**

(This Space for Official Use Only)

**STATE OF GEORGIA
COUNTY OF BIBB**

LIMITED WARRANTY DEED

THIS INDENTURE made this 9th day of August, 2017 by and between **Georgann D. Blum**, Party of the First Part and **GNC Properties, Inc.**, Party of the Second Part.

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Party of the Second Part, its heirs, successors, legal representatives and assigns the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO FOR A MORE COMPLETE
DESCRIPTION OF THE PROPERTY.**

TO HAVE AND TO HOLD the said bargained premises together with all and singular the rights, members and appurtenances thereof to the same being, belonging in or to any wise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, legal representatives and assigns, **IN FEE SIMPLE.**

EXHIBIT "A"**TRACT 1:**

All that tract or parcel of land, situate, lying and being in the County of Bibb, and State of Georgia and known as the east half of Lot 8 in Block 19 of the Enterprise Syndicate Property, according to plat recorded in Book A. J., folio 722, Clerk's Office, Bibb Superior Court, and being a part of Lot 63, Macon Reserve West. The lot hereby conveyed fronting 25 feet on Highland Avenue and extending back in even width 125 feet to a 10-foot alley.

Tax Parcel: Q091-0373

TRACT 2:

All of Lot 10 and the western half of Lot 9 of Block 19 of the Enterprise Syndicate Property as shown by plat of record in Clerk's Office, Bibb Superior Court, in Book AJ, folio 722; said lot 10 has a frontage of 50 feet on the north side of Highland Avenue and extends in a northerly direction along Third Street an even width 125 feet more or less to a 10-foot alley. The western half of Lot 9 fronts 25 feet on the northern side of Highland Avenue and extends in a northerly direction along the line of Lot 10 a distance of 125 feet, more or less, an even width.

Also:

All the west half of Lot 8 in Block 19 of the Enterprise Syndicate Property and also the east half of Lot 9 in Block 19 of the Enterprise Syndicate Property. The said lots conveyed lie in the Godfrey District of Bibb County, Georgia, and each lie on the north side of Highland Avenue and each face said avenue 25 feet and extend back 125 feet to a 10 foot alley in the rear and are shown on a plat of said Enterprise Syndicate Property recorded in the office of the Clerk of Bibb Superior Court in Book AJ, folio 722 to which plat reference is made and the same is made a part of the conveyance.

Tax Parcel: Q091-0372 and 091-0371

Tract 1 and 2 are the same property conveyed as Parcels 2, 3 and 5 in the Warranty Deed from Frances S. Dessau to Arnold S. Blum and Mrs. Georgann D. Blum dated August 15, 1959 and recorded in Deed Book 805, page 557, Clerk's Office Bibb Superior Court.

TRACT 4:

All that lot or parcel of land situate, lying and being in the south suburb of the city of Macon; Bibb County, Georgia; and being known as Lot 3 in Block 22 of the Enterprise Syndicate Property according to the plat record in Plat Book AJ; folio 722, Clerk's Office Bibb Superior Court. Said lot fronts 50 feet on Highland Avenue, and runs back along the lot line formerly of Jeff Bell's lot and Lot 2 in same block a distance of 125 feet to an alley in the rear.

In accordance with the present numbering system of the City of Macon, there is an improvement thereon known as 216-18 Spike Street.

Tax Parcel: Q092-0020

This is part of the same property deeded from Frances Stevens Dessau as successor trustee under Deed of Trust of Washington Dessau dated April 24, 1945 recorded in Deed Book 982, Page 138; Clerk's Office Bibb Superior Court.

TRACT 5:

All that lot or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia, being the northeasterly half of Lot 3 in Block 24 represented in the plan of survey of the Southwest Common, fronting on Broadway (formerly McIntosh Street) and running back to a 20-foot alley in the rear, and bounded on the north by Lot 2 of said block, containing $\frac{1}{4}$ acre, more or less. The property herein conveyed is designated as 1249 Broadway, Macon, Georgia.

Also all that lot or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia, and known as part of Lot 3 in Block 24 of the Southwest Commons. Said lot fronts on Broadway 52 $\frac{1}{2}$ feet and runs back 210 feet, more or less, to an alley in the rear, and has thereon a residence known as 1257 Broadway and several houses in the rear of said residence.

Tax Parcel: Q082-0370

Tract 5 is part of the property deeded from Walter Ashmore as Executor of the Last Will and Testament of Frances Stevens Dessau dated August 11, 1982 to Georgann D. Blum recorded in Deed Book 1435, page 868, Clerk's office Bibb Superior Court.



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 MAYOR SIGN SUCH DOCUMENTS AS ARE NECESSARY TO PURCHASE THAT PARCEL OF REAL ESTATE KNOWN AS 4365 CHAMBERS ROAD, BEING 3.00 ACRES, MORE OR LESS, FOR THE TOTAL AMOUNT OF \$32,353.00, PAYABLE FROM THE BLIGHT ELIMINATION REVOLVING LOAN FUND; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to purchase that parcel of real estate located at 4365 Chambers Road, in fee simple, for various uses; 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 Macon-Bibb County Commission authorizes the Mayor to execute such documents as are necessary with the owners identified herein for the fee purchase of that parcel of real estate as follows:

- 4365 Chambers Road; Parcel No. L092-0019; 3.00 acres, more or less, owned by Clinton Jones, Lance Jones, and Lincoln Jones, and being purchased for \$32,353.00 to be paid from the Blight Elimination Revolving Loan Fund, substantially in accordance with the purchase and sales agreements collectively attached Exhibit A.

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

[Signatures on the following page.]

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 Authorizing Purchase Of
4365 Chambers Rd 11-3-23.Docx*

EXHIBIT A



**COLDWELL BANKER
COMMERCIAL**
EBERHARDT & BARRY

EBERHARDT & BARRY, INC.

COMMERCIAL REALTORS

990 Riverside Drive

Post Office Box 6313

Macon, Georgia 31208

(478) 746-8171 – FAX (478) 746-1362

PURCHASE AND SALE AGREEMENT

Eberhardt & Barry, Inc. License Number H-1118

Stephanie Folsom License Number 209962

10/25/2023

THIS AGREEMENT made and entered into this _____ day between

Clinton W. Jones, Lance G Jones, and Lincoln E. Jones (hereinafter described as Seller) and **James Bates, LLP and or assigns** (hereinafter described as Purchaser);

WITNESSETH:

All that tract or parcel of land known being in the City of Macon, Bibb County, Georgia being described in a Deed of Record in Deed Book 9518, Page 44, Clerk's office, Bibb Superior Court and having the address of 4365 Chambers Road according to the present system of numbering streets and buildings in Macon, Bibb County Georgia. See attached Exhibit "A" the legal description.

1. **PURCHASE PRICE AND METHOD OF PAYMENT:** The purchase price that the Purchaser agrees to pay and Seller agrees to accept is **Thirty-Two Thousand Three Hundred and Fifty-Three Dollars (\$32,353.00)** payable in full or as otherwise agreed to in cash or certified funds, on delivery of the deed.
2. **EARNEST MONEY:** Purchaser has paid to the undersigned Broker, Coldwell Banker Commercial Eberhardt & Barry, Inc., **Five Hundred Dollars (\$500.00)** receipt of which is hereby acknowledged by Broker as earnest money, which earnest money is to be deposited in Broker's Escrow Account within three business days of acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated. All parties to this agreement agree that Holder may, at Holder's option, deposit the earnest money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit.
3. **WARRANTY OF TITLE:** Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by limited warranty deed, without any restrictions or exceptions except as set forth within Special Stipulations herein.
4. **TITLE EXAMINATION:** Purchaser shall move promptly and in good faith after acceptance of this Agreement to examine title to the Property and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such

objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or Purchaser shall waive such objections and proceed to closing.

5. **WARRANTIES:** Seller represents that to the best of Seller's knowledge: (A) there are no existing or proposed governmental orders or condemnation proceeding affecting the Property and Seller has received no notice of any such order or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse; (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or government unit.
6. **INSPECTIONS:** Commencing on the date of this Agreement, and subject to the rights of the tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purpose of making surveys, inspections, soil tests and other investigations of the Property, including but not limited to, the physical condition of any improvements and mechanical and electrical systems. Purchaser shall and does hereby agree to indemnify, defend and hold Seller and Brokers harmless from any loss or damage suffered by Seller, Brokers or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellations, termination or consummation of this Agreement.
7. **CONDITION OF PROPERTY:** Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date of this contract, natural wear and tear excepted, and Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or damaged before this contract is consummated, then, at the election of the Purchaser: (A) the contract may be cancelled; or (B) Purchaser may consummate the contract and receive such insurance is paid on the claim of loss. This election is to be exercised by the Purchaser within ten (10) days after the amount of Seller's damage is determined and Purchaser has been notified of such amount.
8. **AGENCY DISCLOSURE:** Seller and Purchaser acknowledge that Broker has acted for () Seller, (X) Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser with respect to the transaction contemplated herein. Seller and Purchaser acknowledge that Co-Broker has acted for () Seller, () Purchaser, or () has acted as a Transaction Broker and not as an agent for Seller or Purchaser, with respect to the transaction completed herein.
9. **REAL ESTATE COMMISSION:** In negotiating this Agreement, Broker and Co-Broker (collectively "Brokers") have rendered a valuable service for which Brokers shall be paid a Commission at closing by **Purchaser** equal to ten percent (10%) of the Purchaser Price as follows:
100% to Coldwell Banker Commercial/Eberhardt & Barry, Inc
10. Said Brokerage Fee agreement shall vest a third party interest in this Agreement to the above noted Real Estate Broker(s) and no changes or modifications to this contract shall be made without the written approval of all three parties.
11. **DEFAULT; REMEDIES:** In the event the sale is not closed because of Seller's inability, failure or refusal to perform any of Seller's obligations herein, the Seller shall pay the full Commission to Brokers immediately, and Broker shall return the Earnest Money to Purchaser, which shall not constitute a waiver of any other right or remedy Purchaser may have against Seller. Purchaser agrees that if the sale is not closed because of Purchaser's inability, failure or refusal to perform any of Purchaser's obligations herein, Purchaser shall forthwith pay Brokers the full commission immediately, provided that Brokers may first apply up to one-half (1/2) of the Earnest Money toward payment of the Commission and shall pay the balance thereof to Seller as liquidated damages of Seller, if Seller claims such balance as Seller's liquidated damages in full settlement of any claim for damages against Purchaser, whereupon Brokers shall be released from any and all liability for return of Earnest Money

to Purchaser. In such event, Broker shall be entitled to apply one-half (1/2) of the Earnest Money against Broker's Commission, notwithstanding the fact that Seller may not claim or be entitled to the balance of the Earnest Money as liquidated damages, and Purchaser shall remain liable to Brokers for the balance of the full Commission. If Seller claims one-half (1/2) of the Earnest Money as liquidated damages, such sum shall be Seller's sole and exclusive remedy for such default and no action for specific performance shall thereafter be available against Purchaser.

12. **MISCELLANEOUS:** All property taxes, insurance, rents and mortgage interest, if applicable, shall be prorated as of the date of the closing. Purchaser shall pay the State of Georgia property transfer tax, and where applicable, Purchaser shall pay the Georgia intangible taxes.
13. Consummation and closing of this contract shall be on or before November 9, 2023.
14. Possession of the property shall be granted at closing, unless otherwise specified herein.
15. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties, and no representation, warranties, or promises, verbal or written, unless contained herein, shall be binding upon any party to this contract. It is agreed that whenever a party or parties to this contract is mentioned, it shall include said party, its heirs, administrators, successors or assigns. Time is of the essence of this contract. This Agreement shall be construed under the laws of the State of Georgia.

16. **SPECIAL STIPULATIONS:**

The attached Special Stipulation shall, if conflicting with the foregoing, control:

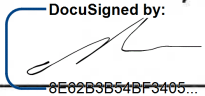
- **Due Diligence:** Purchaser shall have until November 9, 2023 as a Due Diligence Period. Purchaser may terminate this agreement at any time on or before November 9, 2023 by presenting Seller with a written termination letter at which time the earnest money will be fully refunded to Purchaser. The notice letter must be emailed to the Seller's attorney at: **lancejones@outlook.com**
- **Tax Deferred Exchange (1031):** Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Purchaser, provided however that Seller shall not incur any cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to 1031 of the Internal Revenue Code for Seller; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof.
- **AS IS:** Property is being sold "As Is."
- **Closing Cost:** Purchaser is paying for all of the closing cost including the payment of all property taxes due on 4365 Chambers Road Macon, GA.
- **Notice Addresses:**
 Seller: Lance Jones
 Home Address: 609 Academy Avenue Dublin, GA 31021
 Cell: 478-279-4220
 Email Address: lancejones@outlook.com

 Agent for Purchaser: stephanie@cbcworldwide.com
 Cell: 478-361-8259
 Address: 990 Riverside Drive Macon, GA 31201

AGREED AND ACKNOWLEDGED BY:

PURCHASER: **James Bates, LLP**

DocuSigned by:

By:  _____

8E02B9B54BF3405...

Duke Groover

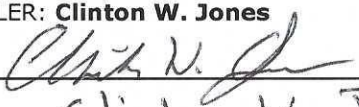
Name: _____

Title: _____ MBC Attorney

Date: _____ 10/25/2023

AGREED AND ACKNOWLEDGED BY:

SELLER: **Clinton W. Jones**

By:  _____

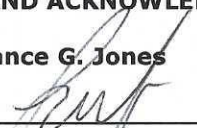
Name: Clinton W Jones

Percentage of Ownership: A 25

Date: 10-23-23

AGREED AND ACKNOWLEDGED BY:

SELLER: **Lance G. Jones**

By:  _____

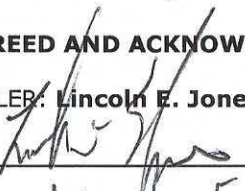
Name: Lance Jones

Percentage of Ownership: 50

Date: 10/23/23

AGREED AND ACKNOWLEDGED BY:

SELLER: **Lincoln E. Jones**

By:  _____

Name: Lincoln E. Jones

Percentage of Ownership: 25

Date: 10-23-23

Return to:
Lance G. Jones
P.O. Box 350
Renz, Ga 31075

EXHIBIT "A"

Doc ID: 011716910003 Type: GLR
Recorded: 08/13/2018 at 08:30:00 AM
Fee Amt: \$12.00 Page 1 of 3
Bibb County Superior Court
Erica Woodford Clerk
BK 9518 PG 44-46

WARRANTY DEED

THIS INDENTURE, made the 5 day of April, 2015, between
ERIC L. JONES ("Grantor") and CLINTON W. JONES, LANCE G. JONES,
and LINCOLN E. JONES ("Grantee"), the words Grantor and Grantee to include
their respective heirs, successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other
valuable consideration, has granted, bargained, sold, aliened, conveyed and confirmed, and by these
presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described
property:

All of my 1/2 undivided interest in the tract described
In the attached EXHIBIT "A", included herein and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the
rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to
the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the
above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this deed has been signed and sealed by Grantor.

 (Seal)
Eric L. Jones, Grantor

Signed, sealed and delivered
in the presence of:


Witness

Notary Public
(NOTARY SEAL)

DESCRIPTION

All that tract or parcel of land lying and being in the 4th District of Bibb County, Georgia, being a part of Lot Number 110 in said District, and lying in the southwest corner of said lot, containing 3 acres, more or less, and more particularly described as follows: fronting 195 feet on Chambers Road which is the south line of said Lot Number 110, and running back with even width 725 feet on the east side and 625 feet on the west side.

This is the same property described in a Deed from Mattie Florence Hogan to William Hogan, Sr. and Mattie Florence Hogan, dated 3/7/2001 and recorded in Deed Book 4982, page 161, Bibb County 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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT THE DONATION OF 0.28 ACRES, MORE OR LESS, LOCATED AT 2283 CLAYTON STREET; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to acquire that parcel of real estate located at 2283 Clayton Street, in fee simple, for various uses; and

WHEREAS, the owner of such parcel, Krunal K. Patel, desires to donate the same to Macon-Bibb County, in fee simple, to use as it desires; 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 accept the donation 0.28 acres, more or less, located at 2283 Clayton Street, as donated by Krunal K. Patel by limited warranty deed.

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



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 DEDICATE THAT PORTION OF FORT HILL STREET RUNNING BETWEEN SHURLING DRIVE AND MORROW AVENUE IN HONOR OF PASTOR WILLIE L. FINNEY, SR., IN RECOGNITION OF HIS YEARS OF SERVICE AND LEADERSHIP TO ST. PETER'S MISSIONARY BAPTIST CHURCH AND THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Elaine Lucas, District 3, and Commissioner Paul Bronson, District 2, desire to sponsor this Ordinance to dedicate that portion of Fort Hill Street running between Shurling Drive and Morrow Avenue in honor of Pastor Willie L. Finney, Sr.; and

WHEREAS, Pastor Willie L. Finney, Sr., is the Pastor at St. Peter's Missionary Baptist Church, located on Fort Hill Street in Macon, Georgia; and

WHEREAS, Willie L. Finney, Sr., was born on September 26, 1951, to Leonard Mason and Mary Finney-Washington; and

WHEREAS, raised alongside his four siblings, Willie L. Finney, Sr., attended Bibb County schools, before enlisting in the United States Army, proudly serving his country and community until 1972; and

WHEREAS, on June 24, 1973, he married Ms. Vickie Holmes, and the couple welcomed four children together; and

WHEREAS, shortly after his marriage, Willie L. Finney, Sr., continued his service to the community by joining the Macon Fire Department, where he served 25 years and 1 day, retiring as a lieutenant; and

WHEREAS, as he worked protecting the citizens of Macon and raised his family, Willie L. Finney, Sr., felt the call to ministry and in 1987 was ordained by the late Pastor Joe L. Hill of Mount Salem Baptist Church in Gray, Georgia; and

WHEREAS, as Pastor Finney, Sr., grew in his leadership of the Church, he came to serve as Pastor at St. Peter's Missionary Baptist Church in 1990; and

WHEREAS, as a testament to his love for his congregation, his family, and his faith, Pastor Willie L. Finney, Sr., leads by example, with several of his children joining the ministry, and establishing numerous initiatives to support both the spiritual and physical needs of Macon-Bibb County residents, including a children's church, hospital, jail, and nursing home ministries, and a soup kitchen, in addition to weekly services and Sunday school classes; and

WHEREAS, in light of Pastor Finney, Sr.'s leadership and service to the Macon-Bibb Community, the Macon-Bibb County Commission now desires to formally recognize his significant contributions to the Macon community and dedicate that portion of Fort Hill Street that runs between Shurling Drive and Morrow Avenue, as more clearly shown on the attached Exhibit A, incorporated herein by reference, as "Pastor Willie L. Finney, Sr., Way"; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Pastor Willie L. Finney, Sr.'s history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Pastor Willie L. Finney, Sr., an appropriation and amendment to the FY 24 budget is required.

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.

That portion of Fort Hill Street running between Shurling Drive and Morrow Avenue shall henceforth be and hereby is dedicated in honor of Pastor Willie L. Finney, Sr., and his ongoing leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Parks and Beautification budget for FY 24, for the purpose of

providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

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 5.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6.

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 7.

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 8.

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 9.

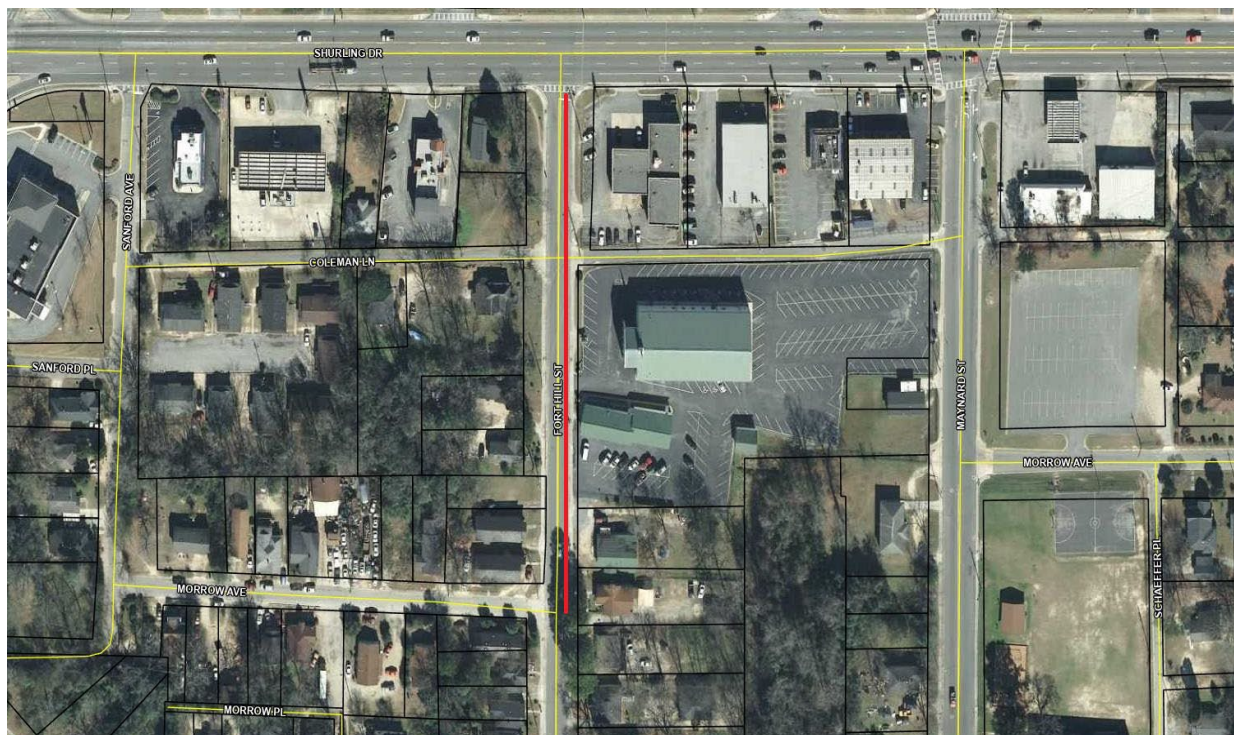
This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items 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: _____
(SEAL) JANICE S. ROSS, CLERK OF COMMISSION

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 IN SUPPORT OF AND AUTHORIZING NEWTOWN MACON, INC., TO APPLY FOR FUNDS FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES GEORGIA OUTDOOR STEWARDSHIP PROGRAM FOR THE EXPANSION OF THE OCMULGEE HERITAGE TRAIL TO INCLUDE ROSE HILL CEMETERY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, NewTown Macon, Inc., (“NewTown”) is a 501©3 nonprofit working to revitalize downtown Macon through the investment of time, resources, and funding in local individuals, businesses, and civic organizations; and

WHEREAS, Macon-Bibb County recognizes the essential role our community partners, including NewTown, play in developing tourism and local culture that is accessible to all Macon residents; and

WHEREAS, a key component of developing Macon as a destination and community with an emphasis on preserving and showcasing the rich historic, cultural, and environmental local resources is the development of the Ocmulgee Heritage Trail; and

WHEREAS, NewTown, through its Ocmulgee Heritage Trail Committee, desires to apply for grant funding from the Georgia Department of Natural Resources Georgia Outdoor Stewardship Program (“GOSP”), and has identified and designated \$500,000.00 in funding to provide for the required match; and

WHEREAS, if awarded, the GOSP funds will be used to expand and connect the Ocmulgee Heritage Trail System to Rose Hill Cemetery with downtown Macon, the Spring Street

Bridge, and the larger Ocmulgee Heritage Trail system, as more readily shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to support NewTown in its endeavor to expand the Ocmulgee Heritage Trail, an action that will make downtown Macon and the Ocmulgee Mounds National Historic Park even more accessible to pedestrians and bicyclists, and expand safe pedestrian facilities for both recreation and transportation; and

WHEREAS, the Macon-Bibb County government is able and willing to provide necessary support to NewTown in the execution of the Ocmulgee Heritage Trail expansion to Rose Hill to ensure completion of the project; and

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

NOW, THEREFORE, LET IT BE RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that NewTown Macon, Inc., by and through their Ocmulgee Heritage Trail Committee, is authorized to apply for GOSP grant funds, with the required match to come from NewTown's Ocmulgee Heritage Trail Construction fund, and to design, execute, and complete the expansion of the Ocmulgee Heritage Trail, with necessary support from the Macon-Bibb County Government.

BE IT FURTHER RESOLVED that 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 any 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 Resolution.

BE IT FURTHER RESOLVED that 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 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.

IT IS SO RESOLVED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

(SEAL)

Exhibit A

Rose Hill Cemetery, Overview, 2022

Ocmulgee
River

Trail Connector to OHT

New Trail

Pond/
Wetland
Area

New Trail

New Trail

Trail Connector
to OHT



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 MAYOR TO EXECUTE A LANDSCAPE MAINTENANCE SERVICE AGREEMENT WITH PRO CUTTERS LAWNSCAPES, INC. TO PERFORM LANDSCAPE MAINTENANCE SERVICES FOR MACON-BIBB COUNTY RECREATION FACILITIES, IN AN ANNUAL AMOUNT OF \$415,000.00, TO BE PAID FROM THE GENERAL FUND, RECREATION, MAINTENANCE, CONTRACT LABOR, CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County's numerous recreation facilities require regular landscaping to be used for their intended purposes; and

WHEREAS, Invitation for Bids (IFB) No. 24-004-LH was published on August 7, 2023, advertised on the Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, six hundred sixty-one (661) vendors were notified of the IFB, of whom, thirty-five (35) were African American, fourteen (14) were Asian American, six (6) were Native American, and three (3) were Hispanic/Latino; and

WHEREAS, on the published due date, four (4) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, Pro Cutters Lawnsapes, Inc., whose total bid was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, Procurement concurs with this contract award; and

WHEREAS, a copy of the proposed agreement with Pro Cutters Lawnsapes, Inc. is attached hereto and incorporated herein 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 same that the Mayor is authorized to execute a Landscape Maintenance Service Agreement with Pro Cutters Lawnsapes, Inc. to perform landscape maintenance services for Macon-Bibb County recreation facilities, in the amount of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$415,000.00), to be paid from the General Fund, Recreation, Maintenance, Contract Labor, Contractual Services line item, in substantially the same form as 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

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Agreement with Pro Cutters Lawnsapes, Inc. - Recreation Landscaping.docx

EXHIBIT A

**LANDSCAPE MAINTENANCE SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND PRO CUTTERS LAWNSCAPES, INC.**

This Landscape Maintenance Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Pro Cutters Lawnsapes, Inc. ("Contractor"), a Georgia corporation with a principal address of 1123 Brett Drive, Conyers, GA 30094, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Service

Over the course of the one-year term of this Agreement, Contractor shall generally provide weekly lawn management and maintenance, to include trash pickup, mowing, edging, trimming, weed eating, spraying, and applying herbicide and ant control at Macon-Bibb County recreation facilities as specifically provided in Exhibit A - "Revised Scope of Work for Macon-Bibb County Parks and Landscapes" ("Exhibit A"), attached hereto and incorporated herein by reference (the "Service(s)"), at the locations provided in in Exhibit B – List of Recreation Properties ("Exhibit B"), attached hereto and incorporated herein by reference, and as further detailed in Exhibit C – Invitations for Bids 24-004-LH and Contractor's Response thereto ("Exhibit C"), attached hereto and incorporated by reference. Robert Walker, Director of County's Parks and Recreation Department, or his appointee shall act as Project Manager ("PM") with complete oversight of Services to be performed. Contractor shall perform the Services per the terms in the Scope of Service provided in Exhibit B. All schedules shall be approved by PM prior to Services being performed.

All Services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for Service provided to the County. Any changes to the Scope of Service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive a total amount not to exceed FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$415,000.00) as compensation for the Services performed pursuant to this Agreement. Contractor shall provide its own service vehicles, supplies and equipment, to include all personal protection equipment ("PPE") in accordance with industry standards and as recommended by CDC guidelines to protect against the spread of COVID-19.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of January 1, 2024. This Agreement shall continue in full force and effect until December 31, 2024, at which time it will terminate absolutely and without further obligation on the part of the County. The Parties may agree to extend the term of this Agreement in writing by mutual consent; however, pursuant to Macon-Bibb County Code of Ordinances Section 19-5.9, in no event shall this Agreement be renewed beyond December 31, 2029 without the County undergoing a competitive solicitation process.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. Audit Clause

Upon reasonable notice, County or its authorized agent shall have the right to audit and inspect Contractor's financial records for Service performed under the terms of this Agreement.

7. County Obligations

County shall provide Contractor with full access to all property to be serviced in a timely manner. PM shall notify Contractor as soon as practicable should there be any property changes. County shall provide any technical support required for the performance of Services.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

9. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not

make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

(a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages required by County as detailed in Exhibit C. Coverage shall remain in effect throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such

continuous coverage. Insurance coverage purchased pursuant to this Agreement shall include water damage coverage.

- (b) Contractor agrees to procure and maintain Workers Compensation Insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Contractor agrees to procure and maintain Environmental Impairment Liability Insurance with a 1 year extended reporting period with liability limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate if using herbicide, fungicide, pesticide, or other chemical applications pursuant to this Agreement.
- (f) Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (g) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of

insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

- (h) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Service hereunder shall not be used by Contractor for any purpose other than the performance of Service hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

15. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding Service provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and

selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, GA 31202-0247

For Contractor:

Pro Cutters Landscapes, Inc.
Attn: Anterro Graham, General Manager
1123 Brett Drive
Conyers, GA 30094
(770)365-9017

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This provision shall not apply to any delays caused by COVID-19 pandemic conditions.

23. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

24. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

25. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all of its own costs and attorney's fees.

26. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

28. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

29. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

30. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

31. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

32. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of January 1, 2024.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____

Pro Cutters Lawnscares, Inc.:

By: _____
_____(Title) Date _____

Attested: _____
_____(Title) Date _____

EXHIBIT A

ATTACHMENT C

REVISED SCOPE OF WORK FOR MACON-BIBB COUNTY PARKS AND LANDSCAPES

The overall scope of work includes weekly turf mowing, trimming and mulching. Leaf, litter, and debris removal, weed control and grass removal in tree and shrub areas. Successful contractor shall provide all labor, materials and equipment required to perform the work described herein.

Frequency: Scheduled maintenance weekly, once every seven days.
Service: Highest Standard, Premium Quality of Maintenance.
Standard: Turf areas should always present a manicured appearance.

- Mowing and edging of grassed areas once weekly March through October, biweekly November through February, and as needed.
- All litter, limbs, or obstructions shall be removed before mowing.
- Turf should be mowed at a uniform height of 1 ½ to 2 ½ inches with no scalping or uneven cutting.
- Turf shall be neatly edged along buildings, curb lines, fences, flower and shrub beds, furniture, monuments, streets, trees, utility boxes, walkways, concrete slabs, and any other permanent structures at minimum during each mowing.
- Turf edges in some lower visibility areas may be chemically contained, as authorized by the County.
- Trimming at a height consistent with the turf shall be performed around all signposts, trees, shrubs, utility poles, and other permanent structures, with special care given not to damage trees or shrubs.
- All mowers shall have mulching kits to reduce visible clippings and to prevent hazardous objects from discharging beneath the mower.
- Grass clippings should not be visible in turf areas, on adjacent walkways, in adjacent roadways or other structures.

Hardscapes:

Grass and weeds shall not be present within curbs, furniture pads, streets, and walkways.

- Litter, limbs or obstructions shall be removed from the roadways and the walkways within or adjacent to maintained locations.

Shrubs:

All Shrub beds shall remain free of weeds, grass, vines and other invasive plant materials.

- Shrub beds shall be edged and well defined.

Tree Rings:

Rings around trees shall be maintained to protect the critical root zone, which is 18" – 24" from perimeter of shrub.

- The critical root zone shall extend 1.5 feet for every 1-inch of trunk diameter out from the trunk.
- Tree rings shall remain free of debris, grass and weeds.

Pine Straw:

The successful bidder will provide pine straw around keys areas throughout the following locations has needed or upon request by the Recreation or Beautification Directors.

- The critical root zone shall extend 1.5 feet for every 1-inch of trunk diameter out from the trunk.
- Tree rings shall remain free of debris, grass and weeds.

EXHIBIT B

RECREATION PROPERTY	ADDRESS	Acres	
Bloomfield Rec Center / Park	4115 Lions Place	100	Entire Park/Including Ballfields
Carolyn Crayton Park	150 Willie Smokie Glover Dr.	160	From the Park Entrance to just pass the skate park and Motorboat Club
Riverside Extension			Flower medians in front of Carolyn Crayton Park
Delores A Brooks (East Macon Rec Center / Park)	3326 Ocmulgee East Blvd.	136	Entire Park/Including Ballfields
Frank Johnson Rec Center / Park	2227 Mercer University Dr.	12	Entire Park/Including Ballfields
Freedom Park Rec Center / Park	3301 Roff Ave.	48	Entire Park/Including Ballfields
Gilead / New Bloomfield Rec Center / Park	1931 Rocky Creek Road	19.2	Entire Park/Including Ballfields
John Drew Tennis Center	3280 North Ingle Place	14	Entire Park
Memorial Rec Center / Park	963 Long St. / 2465 Second St.	9	Entire Park/Including Ballfields
Theron Ussery Park (North Macon Rec Center / Park)	815 North Macon Park Drive (Off Wimbush Rd)	71	Entire Park/Including Ballfields
Rosa Jackson Rec Center / Park	1121 Maynard St. (Schaefer Pl / William)	5	Entire Park
Senior Center	132 Wille Smokie Glover Dr.		Including back area
South Bibb Recreation Center / Park	7035 Houston Road	117	Entire Park/Including Ballfields
Tattnall Square	1155 College St	3.2	Entire Park
Becky Cummings Park	3326 Atkins Drive	1	Entire Park
Booker Washington Park	401 Monroe Street	3.2	Entire Park
Daisy Park	970 Daisy Park	1	Entire Park
Dog Park	1520 Chestnut Street	4.5	Entire Park
Eastview Police Precinct	1110 Eastview Avenue	1	Entire Park
Filmore Thomas	3793 Log Cabin Drive	22.52	Entire Park
Henry Burns Park	3298 Ingleside Avenue	3	Entire Park
Hillcrest Park	2880 Hillcrest Avenue	3.5	Entire Park
James Williams Park	596 Pansy Avenue	2	Entire Park
Kings Park	Kings Park Circle	3.5	Entire Park
Kings Park Community Center	3283 Kingston Court	0.26	Entire Park
Little Richard Penniman Resource Center	416 Craft Street	0.19	Entire Park
Lynmore Estates Park	4056 Mead Road	11	Entire Park
Mattie Jones Playground	1991 First Avenue	3.2	Entire Park
Riverview Park	2753 Riverview Road	1	Entire Park
South Macon Park	450 Guy Paine Road	33	Entire Park/Including Ballfields
Village Green Basketball Courts	Village Green B-ball Courts	0.5	Entire Park
Village Green Park	Village Green Dr./Edwina Dr.	2	Entire Park
West Macon Park	5018 West Macon Park Drive	26	Entire Park/Including Ballfields
Willingham Court	542 Willingham Court	1.5	Entire Park
Murphy Park	2245 Ingleside Avenue	3	Entire Park
Houston Road "Sarah Willis	6010 Houston Road	3	Entire Park
Dandy Park	990 S. Ponce De Leon Circle	1	Entire Park
Frankie E. Lewis Park	834 Lynmore Avenue	1.95	Entire Park
Betty Tolbert Park	115 Dr. Betty Tolbert Way	2.56	Entire Park
Heritage Trail/ River Walk	Glenridge Dr to past Otis Redding Bridge	35	Entire Park
Jackson Springs and Camellia Gardens	998 Nottingham Dr/976 Glenridge Dr.		Entire Park
Coleman Hill Park	285 Spring St	6	Entire Park
Fort Hawkins	736 Emery Highway		Entire Park

EXHIBIT C



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Landscape Maintenance Services

209-66

BID NUMBER: 24-004-LH

ISSUED: August 7, 2023

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, September 7, 2023

**Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Government Center
Macon, Georgia 31201**

TABLE OF CONTENTS

I.	GENERAL	1
A.	INVITATION	1
B.	BID DOCUMENTS.....	1
C.	PRE-BID	1
D.	BID BOND	1
E.	SEALED BIDS	1
F.	VALIDITY	2
G.	CONTRACT AWARD.....	2
H.	SURETY	2
I.	PAYMENT CONDITIONS	2
J.	EXCISE TAXES.....	2
K.	INSURANCE	3
II.	INSTRUCTIONS TO BIDDERS.....	4
A.	DEFINITIONS	4
B.	RELATED DOCUMENTS.....	4
C.	BIDDER’S REPRESENTATION	4
D.	DOCUMENT DISCREPANCIES	4
E.	SUBMITTALS	5
F.	RESERVATIONS	5
G.	SURETY AND INSURANCE COMPANIES	5
III.	SPECIAL CONDITIONS	5
A.	GENERAL	5
B.	PERMITS AND LICENSES	6
C.	LAYOUT OF WORK	6
D.	WORK AREA	6
E.	UNDERGROUND UTILITIES	6
F.	TRAFFIC CONTROL	6
G.	VANDALISM	7
H.	MATERIAL DISPOSAL	7
I.	EXTENSION OF TIME	7
J.	LIQUIDATED DAMAGES.....	7
K.	INSPECTION	7
IV.	EXECUTION	7
A.	GENERAL	7
B.	SPECIFICATIONS	7
C.	SCHEDULE.....	7
V.	WARRANTY.....	7

FORMS PROVIDED:

BID FORM

BIDDER QUALIFICATION FORM

FINANCIAL & LEGAL STABILITY STATEMENT

LIST OF SUB-CONTRACTORS

BIDDER MINORITY PARTICIPATION GOAL

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

A – REQUIRED SUBMISSION DOCUMENTS

B – LOCATION LISTING

END OF TABLE OF CONTENTS

Landscape Maintenance Services

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, September 7, 2023, for **Landscape Maintenance Services for Macon-Bibb County Recreational Department** Macon, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Finance Department Conference Room, Suite 306 on Thursday, September 7, 2023, at 2:00 pm.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens @ 478-300-2297 or Cstephens2@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Government Center, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

D. Pre-Bid

A pre-mandatory meeting will be held on Wednesday, **August 16, 2023, 10:00 am** at 150 Willie Smokie Glover Drive, Macon, Georgia 31206. **Deadline to submit questions is Friday, August 18, 2023, by 3:00 p.m.** Questions are to be submitted via email only to Lhardwick@maconbibb.us

E. Sealed Bids

1. Envelopes shall be identified on the outside as
Landscape Maintenance Services
and delivered by hand or mailed to:
Macon-Bibb County Procurement Department
Suite 308, 700 Poplar Street
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on total bid price.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Local Preference

Macon-Bibb County Reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

I. Surety

1. Whereas the anticipated contracted price exceeds \$25,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.

a) Bonding company/Surety shall be:

- (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
- (2) Licensed to do business in the State of Georgia.

J. Payment Conditions

1. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
2. Change orders are issued for any variance from contract or plan sheets.
3. Any unauthorized work or material change will not be paid for unless a change order has been issued prior to the completion of work.

K. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any

such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.

2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

L. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.

6. Required coverage:

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1year extended reporting period)

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

B. Related Documents

1. Required Submission Documents (Attachment “A”)
2. Location Listing (Attachment “B”)

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents;
 - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred, to Lhardwick@maconbibb.us.
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.

- b) Addenda will become part of the Contract Documents when the Contract is executed.

E. Submittals

- 1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.

- a) Bid Form (included in this bid document)

- b) Attachment “A” Required Submission Documents

- Bidder’s Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ability Statement
- Non-Collusion Affidavit
- Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.
- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

- c) Bid Bond in amount of 5% of the total base bid (acquired separately)

F. Reservations

- 1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

- 1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

- 1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code

- b) State and Local Building Code
- c) Georgia Department of Transportation (D.O.T.)
- d) Occupational Safety and Health Administration (OSHA)
- e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

H. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

I. Inspection

1. Inspectors may be appointed to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Inspector.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Owner shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Owner and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Development of Elm Street Park, for the Macon-Bibb County, Macon, Georgia.

B. **Specifications**

1. The selected Contractor shall provide all labor, materials, equipment, and related services necessary in the performance of this Invitation-to-Bid. Moreover, service all the areas identified as outlined in Attachment "B." Landscape maintenance services includes, but not limited to mowing, weed control, tree/shrubbery pruning, and sidewalk edging.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: _____

Re: **Landscape Maintenance Services**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Hardwick:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Bid Price Form

For

Landscape Maintenance Services

Total Pricing \$ _____

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids

Printed Name: _____ **Title:** _____

Authorized Signature: _____ **Dated:** _____

Company Name: _____

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

LIST OF SUB-CONTRACTORS

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 245 of 325

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
☐ Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
☐ C Corporation	Exemption from FATCA reporting code (if any) _____
☐ S Corporation	(Applies to accounts maintained outside the U.S.)
☐ Partnership	
☐ Trust/estate	
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
☐ Other (see instructions) ► _____	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT C

REVISED SCOPE OF WORK FOR MACON-BIBB COUNTY PARKS AND LANDSCAPES

The overall scope of work includes weekly turf mowing, trimming and mulching. Leaf, litter, and debris removal, weed control and grass removal in tree and shrub areas. Successful contractor shall provide all labor, materials and equipment required to perform the work described herein.

Frequency: Scheduled maintenance weekly, once every seven days.
Service: Highest Standard, Premium Quality of Maintenance.
Standard: Turf areas should always present a manicured appearance.

- Mowing and edging of grassed areas once weekly March through October, biweekly November through February, and as needed.
- All litter, limbs, or obstructions shall be removed before mowing.
- Turf should be mowed at a uniform height of 1 ½ to 2 ½ inches with no scalping or uneven cutting.
- Turf shall be neatly edged along buildings, curb lines, fences, flower and shrub beds, furniture, monuments, streets, trees, utility boxes, walkways, concrete slabs, and any other permanent structures at minimum during each mowing.
- Turf edges in some lower visibility areas may be chemically contained, as authorized by the County.
- Trimming at a height consistent with the turf shall be performed around all signposts, trees, shrubs, utility poles, and other permanent structures, with special care given not to damage trees or shrubs.
- All mowers shall have mulching kits to reduce visible clippings and to prevent hazardous objects from discharging beneath the mower.
- Grass clippings should not be visible in turf areas, on adjacent walkways, in adjacent roadways or other structures.

Hardscapes:

Grass and weeds shall not be present within curbs, furniture pads, streets, and walkways.

- Litter, limbs or obstructions shall be removed from the roadways and the walkways within or adjacent to maintained locations.

Shrubs:

All Shrub beds shall remain free of weeds, grass, vines and other invasive plant materials.

- Shrub beds shall be edged and well defined.

Tree Rings:

Rings around trees shall be maintained to protect the critical root zone, which is 18" – 24" from perimeter of shrub.

- The critical root zone shall extend 1.5 feet for every 1-inch of trunk diameter out from the trunk.
- Tree rings shall remain free of debris, grass and weeds.

Pine Straw:

The successful bidder will provide pine straw around keys areas throughout the following locations has needed or upon request by the Recreation or Beautification Directors.

- The critical root zone shall extend 1.5 feet for every 1-inch of trunk diameter out from the trunk.
- Tree rings shall remain free of debris, grass and weeds.

RECREATION PROPERTY	ADDRESS	Acres	
Bloomfield Rec Center / Park	4115 Lions Place	100	Entire Park/Including Ballfields
Carolyn Crayton Park	150 Willie Smokie Glover Dr.	160	From the Park Entrance to just pass the skate park and Motorboat Club
Riverside Extension			Flower medians in front of Carolyn Crayton Park
Delores A Brooks (East Macon Rec Center / Park)	3326 Ocmulgee East Blvd.	136	Entire Park/Including Ballfields
Frank Johnson Rec Center / Park	2227 Mercer University Dr.	12	Entire Park/Including Ballfields
Freedom Park Rec Center / Park	3301 Roff Ave.	48	Entire Park/Including Ballfields
Gilead / New Bloomfield Rec Center / Park	1931 Rocky Creek Road	19.2	Entire Park/Including Ballfields
John Drew Tennis Center	3280 North Ingle Place	14	Entire Park
Memorial Rec Center / Park	963 Long St. / 2465 Second St.	9	Entire Park/Including Ballfields
Theron Ussery Park (North Macon Rec Center / Park)	815 North Macon Park Drive (Off Wimbush Rd)	71	Entire Park/Including Ballfields
Rosa Jackson Rec Center / Park	1121 Maynard St. (Schaefer Pl / William)	5	Entire Park
Senior Center	132 Wille Smokie Glover Dr.		Including back area
South Bibb Recreation Center / Park	7035 Houston Road	117	Entire Park/Including Ballfields
Tattnall Square	1155 College St	3.2	Entire Park
Becky Cummings Park	3326 Atkins Drive	1	Entire Park
Booker Washington Park	401 Monroe Street	3.2	Entire Park
Daisy Park	970 Daisy Park	1	Entire Park
Dog Park	1520 Chestnut Street	4.5	Entire Park
Eastview Police Precinct	1110 Eastview Avenue	1	Entire Park
Filmore Thomas	3793 Log Cabin Drive	22.52	Entire Park
Henry Burns Park	3298 Ingleside Avenue	3	Entire Park
Hillcrest Park	2880 Hillcrest Avenue	3.5	Entire Park
James Williams Park	596 Pansy Avenue	2	Entire Park
Kings Park	Kings Park Circle	3.5	Entire Park
Kings Park Community Center	3283 Kingston Court	0.26	Entire Park
Little Richard Penniman Resource Center	416 Craft Street	0.19	Entire Park
Lynmore Estates Park	4056 Mead Road	11	Entire Park
Mattie Jones Playground	1991 First Avenue	3.2	Entire Park
Riverview Park	2753 Riverview Road	1	Entire Park
South Macon Park	450 Guy Paine Road	33	Entire Park/Including Ballfields
Village Green Basketball Courts	Village Green B-ball Courts	0.5	Entire Park
Village Green Park	Village Green Dr./Edwina Dr.	2	Entire Park
West Macon Park	5018 West Macon Park Drive	26	Entire Park/Including Ballfields
Willingham Court	542 Willingham Court	1.5	Entire Park
Murphy Park	2245 Ingleside Avenue	3	Entire Park
Houston Road "Sarah Willis	6010 Houston Road	3	Entire Park
Dandy Park	990 S. Ponce De Leon Circle	1	Entire Park
Frankie E. Lewis Park	834 Lynmore Avenue	1.95	Entire Park
Betty Tolbert Park	115 Dr. Betty Tolbert Way	2.56	Entire Park
Heritage Trail/ River Walk	Glenridge Dr to past Otis Redding Bridge	35	Entire Park
Jackson Springs and Camellia Gardens	998 Nottingham Dr/976 Glenridge Dr.		Entire Park
Coleman Hill Park	285 Spring St	6	Entire Park
Fort Hawkins	736 Emery Highway		Entire Park



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

August 23, 2023

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-004-LH, Landscape Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. The bid opening date has been changed to Thursday, September 14, 2023. All bids are to be submitted by 12:00 noon. The prior bid opening date of Thursday, September 7, 2023, at 12:00 noon is cancelled.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

September 6, 2023

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-004-LH, Landscape Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

1. Who is currently performing this Work?

Answer: Paulk Landscaping.

2. What is the current budget?

Answer: Current budget is not available.

3. Are you intending to award to a single vendor

Answer: Yes.

4. Can you provide site maps of areas to be maintained?

Answer: Please refer to 24-004-LH Attachment B Recreation Properties.

5. Can you provide a scope of work that specifies how many mows, edge, trim, turf treatments, services visits per year, including pine straw/mulch, etc.?

Answer: Please see Attachment C for Revised Scope of Work.

6. I'm interested in placing a bid for the job. Can you tell me what facility will be needing landscape how many acres a list of what all need to be done so I can bid?

Answer: Please refer to 24-004-LH Attachment B Recreation Properties.

7. Will spraying for weeks through cracks be required?

Answer: Contractors are to spray cracks for weeding as part of the scope of work.

8. What is the commencement date for this contract?

Answer: To be determined.

9. What is the mowing/visit frequencies per year and per month.

Answer: Please see Attachment C for Revised Scope of Work.

10. Is the herbicide spraying of concrete crack weeds to be included in the specifications?

Answer: Grass and weeds shall not be present within curbs, furniture pads, streets, and walkways.

11. Can concrete curb edges be sprayed in lieu of metal or string edging at any time during the contract period?

Answer: No. All concrete curb edges need to be edged by metal or string.

12. Please provide proposal response qualification factors used in choosing the provider for this solicitation.

Answer: All requirement factors are stipulated in the solicitation.

13. Can fence lines/obstacles be sprayed with herbicide with a controlled spray width?

Answer: Yes.

14. Would the Parks committee and procurement consider a one (1) year contract with two (2) one-year (1) extensions. This could be an advantage to both Macon Bibb Parks and the provider for year over year consistency.

Answer: Options will be considered advantageous to Macon-Bibb County.

15. Would the committee consider making a short list with interviews of the top 3 proposers?

Answer: Not applicable to the Invitation to Bid.

16. Are tops of slopes, ramps, hills, ditches, depressions, creeks, etc. to be string trimmed consistently and same day as mowing?

Answer: Yes.

17. What is the frequency of trimming of the shrubs and plants?

Answer: As needed.

18. Please provide clarity of the expectation of tree trimming.

Answer: Tree trimming will be by request only from the Recreation or Beautification Directors on an as needed basis.

19. Tree trimming, if trees are low now, is the winning contractor expected to raise canopies or is that a "work order" extra service charge?

Answer: Low tree canopies should be reported to the Recreation or Beautification Directors to be resolved.

20. Please provide the sites and locations of any ball fields that are excluded from this scope of work.

Answer: The fields have been excluded from the Revised Scope of Work Attachment C.

21. Is the stadium field at Carolyn Crayton Park included in this scope?

Answer: No. Luther Williams Stadium will not be included.

22. Are bid, Performance and Payment Bonds required for this bid response as stated in the bid package solicitation?

Answer: No.

23. Are bid Performance and Payment bonds in effect for this current contract?

Answer: No.

24. If bid, Performance and Payment bonds are new to this solicitation, please provide a reason for establishing the bonds.

Answers: Please refer to question #22.

25. When is the expected date for the award and start date to this solicitation?

Answer: To be determined.

26. Please clarify Payment Conditions (J)-a 10% retainage will be withheld from each payment until final payment is made.

Answer: The retainage requirement is not applicable to this solicitation.

27. Are maps available of all the park locations and boundaries?

Answer: Please refer to bid documents 24-004-LH, Attachment B Recreation Properties.

28. Is subcontract any portion of this scope allowed?

Answer: Yes, upon receiving Macon-Bibb County approval.

29. Can you provide a scope of work that specifies how many mows, edge, trim, crack weeds and parking lots included, specify any slopes or areas not included in routine service, service visits per year, etc.? For example, mow, edge, trim weekly April-September, and October-March – service every 2 weeks to mow as needed, remove leaves, etc.

Answer: Please refer to Attachment C Revised Scope of Work.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

MACON-BIBB COUNTY PROCUREMENT DEPT.
PRE-MANDATORY BID CONFERENCE MEETING
LIST OF ATTENDEES
Recreation Department for Macon-Bibb County

BID NUMBER: 24-004-LH

Meeting Date: 8/16/2023
Meeting Time: 10:00 A.M.

COMPANY NAME	COMPANY ADDRESS	PERSON ATTENDING	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
Macon-Bibb County Procurement Department	700 Poplar Street Suite 308 Macon, GA 31201	Laura Hardwick Charles Wimberly	478-300-2822 478-300-2822		lhawick@maconbibb.us cwimberly@maconbibb.us
Merit First, LLC	750 Hammond DR Atlanta, GA	Chad HARRISON	229-563-5351		Chad.harrison@meritfirstllc.com
Merit First LLC	750 Hammond Dr Atlanta, GA	Daniel Martin	812-629-3347		Daniel.Martin@meritfirstllc.com
Pro Cutter Landscapes	1123 Brett Drive Conyers, GA. 30094	ART ROMAN	770-560-4214		aroman@procutterlandscapes.com
Grand Landscapes	1400 General Arts Rd Conyers GA 30012	Darius Johnson	404-263-9291		DJohnson@grandlandscapesga.com
BRIGHTVIEW LANDSCAPE SERVICES INC	1701 7TH STREET MACON, GA 31206	CHRIS DYER	404-747-8085		CHRIS.DYER@BRIGHTVIEW.COM
Yellowstone Landscape	172 Sammons Parkway Eatonton, GA 30124	Rod Mangham	678-794-8744		rod.mangham rmangham@yellowstonelandscape.com
Yellowstone Landscape	172 Sammons Parkway Eatonton, GA 30124	Cliff McAllister	770-312-4285		cmca11ister@yellowstonelandscape.com
Yellowstone Landscape	172 Sammons Parkway Eatonton, GA 30124	Jeff Barksdale	404-751-4471		Jbarksdale@yellowstonelandscape.com

Company Name	Company Address	Person Attending	Phone number	Email
Clay Pot Botanical	1135 Bethany Rd. Covington, GA 30016	Torren D. Mike	(404)-804-1242 (678) 768-5758	mike.tosin@gmail.com headsdowncase@gmail.com
Pauk Landscaping, Inc	8341 Grace Road Macon			

MACON-BIBB COUNTY PROCUREMENT DEPT.
PRE-MANDATORY BID CONFERENCE MEETING
LIST OF ATTENDEES
Recreation Department for Macon-Bibb County

Meeting Date: 8/16/2023
Meeting Time: 10:00 A.M.

BID NUMBER: 24-004-LH

COMPANY NAME	COMPANY ADDRESS	PERSON ATTENDING	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
Macon-Bibb County Procurement Department	700 Poplar Street Suite 308 Macon, GA 31201	Laura Hardwick Charles Wimberly	478-300-2822 478-300-2822		lhardwick@maconbibb.us cwimberly@maconbibb.us
Paulk Landscaping, Inc	8341 Grace Road Macon, GA 31216	Jon K. Thrower	478.308.3892		jonepaulklandscaping.com
Real Turf Solutions	78 Mossy Creek Drive Ft. Valley, GA 31030	Terry McWair	478.988-0043		terry@realturfsolutions.com
Allison Landscape and Design	P.O. Box 28971 Macon GA 31205	Aaron Jackson	478-733-5438		Aaron@Allisonlad.com
ClayPot Botanical	1135 Bethany Rd Covington, GA 30016	Torrin D. Mike	678 768 5758 404 804 1242		mike.torrin@gmail.com heardlawncare@gmail.com

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

1941-1942

Bid Price Form

For

Landscape Maintenance Services

Total Pricing

\$ 415,000

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids

Printed Name: Anterro Graham

Title: General Manager

Authorized Signature:



Dated: September 5, 2023

Company Name: Pro Cutters Lawnsapes, Inc.

I, Charles Wimberly,
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.

Charles Wimberly
Procurement Facilitator

[Signature]
Witness

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: September 5, 2023

Re: **Landscape Maintenance Services**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Hardwick:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:
Addendum No. 1 Dated August 23, 2023
Addendum No. 2 Dated September 6, 2023
Addendum No. Dated
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. **We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.**
9. **We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.**



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: 9/5/23

☒ New Application

☐ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name: <u>Pro Cutters LawnscaPES, Inc.</u>	
Company Address: <u>1123 Brett Drive, Conyers, GA 30094</u>	
Authorized By (Name): <u>Anterro Graham</u>	
Title: <u>General Manager</u>	
Authorized Signature: <u>[Signature]</u>	Date: <u>9/5/2023</u>
Telephone Number: <u>770-365-9017</u>	Fax Number: <u>770-818-5868</u>
Email Address: _____	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: <u>Steven . Bromell</u>		
Remit to Address: <u>1123 Brett Drive, Conyers, GA 30094</u>		
Phone: <u>770-652-9430</u>	Fax: <u>770-818-5868</u> Toll Free: _____	
Contact: _____	Email: _____	
Business Type (choose one):	☐ Individual/Sole Proprietor	☐ Single member LLC
	☒ Business - incorporated	☐ Business - not incorporated/partnership
	☐ LLC: C S P (circle one)	☐ Other (Specify): _____
Social Security #: _____ Federal Tax ID #: <u>27-2348699</u>		

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: <u>Pro Cutters LawnscaPES, Inc</u>	
Purchase Order Address: <u>1123 Brett Drive, Conyers, GA 30094</u>	
Phone: <u>770-761-6816</u>	Fax: <u>770-818-5868</u> Toll Free: _____
Contact: <u>Steven Bromell</u>	Email: <u>sbromell@procutterslawnscaPES.com</u>
Payment Terms: Discount % _____ # Days _____	Net Due <u>30</u>
Freight Terms: Ship Via _____	FOB _____

E-Verify Information

Private Employer Affidavit is attached :	
With E-Verify # <u>353542</u>	With E-Verify exemption selected _____
Contractor Affidavit is attached: (additional affidavit, if applicable)	
With E-Verify # _____	Without E-Verify # but a copy of my driver's license is attached since
I have no employees and no intent to hire employees _____	

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____			
Woman Owned ☒	Disabled _____	Veteran ☒	Not Applicable _____

Do you maintain a local office in Macon-Bibb County?	Yes _____	No ☒
--	-----------	--

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pro Cutters Lawscapes, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1123 Brett Dr.	Requester's name and address (optional)
	6 City, state, and ZIP code Conyers, Ga. 30094	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	2	3	4	8	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Steven Brownell

Date ► 9/08/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THIS CERTIFIES THAT

Pro Cutters Lawnscares, Inc.



ationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561730; 561790

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/02/2023

AT01197

ssued Date

Certificate Number

02/28/2024

**Ying McGuire
NMSDC CEO and President**

Stacey Key, President and CEO

piration Date

ur password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

BIDDER QUALIFICATION FORM

Company Name: Pro Cutters Lawnscaapes, Inc.

Authorized By (typed name): Anterro Graham

Authorized Signature: Anterro Graham Digitally signed by Anterro Graham
Date: 2023.09.01 08:40:33 -0400'

Title: General Manager Date: 09/01/2023

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
GDOT	Atlanta Metro	Lankston Johnson	706-741-3541
City of Conyers	Conyers, GA	Brian Frix	770-785-3704
City of Sandy Springs	Sandy Springs, GA	Mitch Yeargin	

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

5 DAY OF September, 2013
[Signature]
 Notary Public

My Commission Expires:

[NOTARY SEAL]



BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

[illegible]**Contractor Name**

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☒ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Pro Cutters Lawnsapes, Inc.

Authorized By (typed name): Anterro Graham

Authorized Signature: Anterro Graham

Digitally signed by Anterro Graham
Date: 2023.09.01 15:56:37 -0400

Title: General Manager

Date: 09/01/2023

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

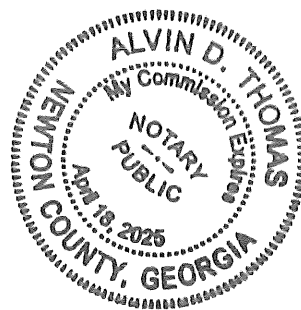
5 DAY OF September, 2023

My Commission Expires: April 18, 2025



Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

- ☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Pro Cutters Lawnscares, Inc.

Authorized By (typed name): Anterro Graham

Authorized Signature: _____

Title: General Manager

Date: 09/01/2023

SUBSCRIBED AND SWORN

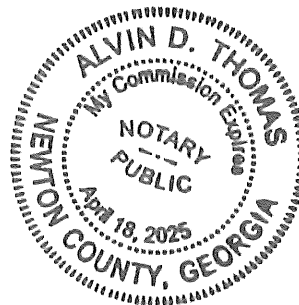
BEFORE ME ON THIS THE

5 DAY OF September, 2023

My Commission Expires: April 18, 2025

Alvin D. Thomas
Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 5 day of September, 2019. 2023

Signature of Contractor: _____

Title: _____

General Manager

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

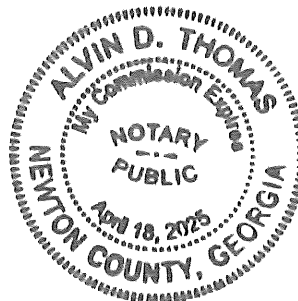
Date:	September 5, 2023
Project:	Bibb County, Georgia
Project #:	209-66
Project Description:	Landscape Maintenance Services
Services Provided:	General Contracting Lawn Maintenance
State of:	Georgia
County of:	Bibb

I, Anterro Graham having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor: Pro Cutters Landscapes

[Signature]
(Signature) (Seal)



Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: Pro Cutters Landscapes, Inc.

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
- (B) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: 353542

Date of Authorization: 8/26/2016 (Proceed to Section 3)

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on September, 5, 2023 in Conyers (city), GA (state)

Printed Name of Authorized Officer or Agent: Anterro Graham

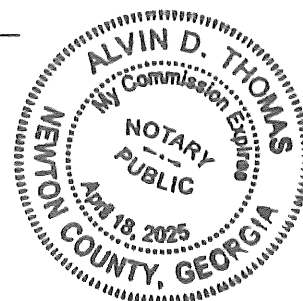
Title of Authorized Officer or Agent: General Manager

Signature of Authorized Officer or Agent: [Signature]

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 5 DAY OF September, 2023

NOTARY PUBLIC

My Commission Expires: April 18, 2025





PROCUTT-01

HRRICHARDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Norton Metro Insurance 11675 Great Oaks Way Suite 100 Alpharetta, GA 30022	CONTACT NAME: _____ PHONE (A/C, No, Ext): (678) 775-0520 FAX (A/C, No): (678) 775-0521 E-MAIL: metro@nortoninsurance.com ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Pro Cutters Lawscapes, Inc. 1123 Brett Dr. Conyers, GA 30094	INSURER A: Columbia Mutual Insurance Company	NAIC # 40371
	INSURER B: Columbia National Insurance Company	19840
	INSURER C: Bridgefield Casualty Insurance Company	10335
	INSURER D: Westchester Surplus Lines Insurance Company	10172
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER: General Aggregate	X	CMPGA2000021285	7/22/2023	7/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	CAPGA2000021285	7/22/2023	7/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUPGA2000021285	7/22/2023	7/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	198-36739	4/24/2023	4/24/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability		G27484785010	7/24/2023	7/24/2024	Aggregate \$ 2,000,000
D	Pollution Liability		G27484785010	7/24/2023	7/24/2024	Each Pollution Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Officers: Michael Bromell and Shawn Bromell

CERTIFICATE HOLDER

CANCELLATION

Macon-Bibb County Procurement Department
700 Poplar St, Ste 308
Government Center
Macon, GA 31201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Camille May; Greg Smith; Jason Griffith; Jennifer Jaume; Micah Mattox; Bob Norton; Wendy A. Dygert; Preston A. Moss;
Brandon R. Harper; Ashley L. Smith; and Patterson H. Powell

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
Michael G. Kerner
President

Attest:

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillean Sanfilippo
Jillean Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 11 day of September, 2023

AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Pro Cutters Lawnscares Inc
1123 Brett Drive, Conyers, GA (Here Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, American Alternative Insurance Corporation
555 College Road East, Princeton, NJ 08543 (Here Insert full name and address or legal title of Surety)
a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and (Here Insert full name and address or legal title of Corporation)
firmly bound unto Macon-Bibb County Board of
Commissioners, 700 Poplar Street, Suite 308, Macon, GA
31201
as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$),
5% of bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for Landscape Maintenance Services for Macon-Bibb County
Recreational Department, Macon, GA

(Here Insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter
into Contract with the Obligee in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such
Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not
to exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11 day of September, 20 23


(Witness)

Pro Cutters Lawnscares Inc

Steven Bromell

{  (Principal)
(Title)
Operations Manager

(Seal)


(Witness)

American Alternative Insurance Corporation
(Surety)

(Seal)

{ 
Greg Smith - Attorney In Fact



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 MAYOR TO EXECUTE AN EXTENSION OF THE LANDSCAPE MAINTENANCE SERVICE AGREEMENT WITH PAULK LANDSCAPING & NURSERY, INC. TO PERFORM LANDSCAPE MAINTENANCE SERVICES FOR MACON-BIBB COUNTY RECREATION FACILITIES, THROUGH THE END OF CALENDAR YEAR 2023; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County's numerous recreation facilities require regular landscaping to be used for their intended purposes; and

WHEREAS, by Resolution R-21-0257, the Macon-Bibb County Commission approved a contract with Paulk Landscaping & Nursery, Inc. to provide landscape maintenance services at the Macon-Bibb County recreation facilities; and

WHEREAS, the contract (C-21-0146), attached hereto and incorporated herein by reference, resulting from the aforementioned Resolution expired on October 25, 2023; and

WHEREAS, the Macon-Bibb County Recreation Department, in conjunction with the Procurement Department, solicited bids through IFB No. 24-004-LH for vendors to perform the landscape maintenance for the recreation facilities; and

WHEREAS, it is anticipated that the award and the resulting contract from IFB No. 24-004-LH will become effective on January 1, 2024; and

WHEREAS, until such time, the Macon-Bibb County Recreation Department requires the landscape maintenance services continue at the recreation facilities; and

WHEREAS, Paulk Landscaping and Nursery, Inc. has committed to continuing to provide services for the aforementioned facilities pursuant to the terms of C-21-0146 through the end of this calendar year; 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 that the Mayor is authorized to execute an extension of the Landscape Maintenance Service Agreement with Paulk Landscaping and Nursery, Inc. to perform landscape maintenance services for Macon-Bibb County recreation facilities through December 31, 2023.

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 Pro Cutters Lawnsapes, Inc. - Recreation Landscaping.docx

EXHIBIT A

**LANDSCAPE MAINTENANCE SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND PAULK LANDSCAPING & NURSERY, INC.**

This Landscape Maintenance Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Paulk Landscaping & Nursery, Inc. ("Contractor"), a domestic profit corporation with a principal address of 1000 Coley Station Road, Cochran, Georgia, 31014-9262, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Service

Over the course of the one-year term of this Agreement, Contractor shall provide lawn management and maintenance, to include trash pickup, mowing, edging, trimming, weed eating, spraying, and applying herbicide and ant control at Macon-Bibb County recreation facilities listed in Exhibit A – Macon-Bibb Landscaping Contract Pricing Worksheet ("Exhibit A"), attached hereto and incorporated herein by reference (the "Service(s)"), as further detailed in Exhibit B – Ref. No. 2022-005 – Landscaping for Recreations ("Exhibit B"), attached hereto and incorporated by reference. Robert Walker, Director of County's Parks and Recreation Department, or his appointee shall act as Project Manager ("PM") with complete oversight of Services to be performed. Contractor shall perform the Services per the terms in the Scope of Service provided in Exhibit B. All schedules shall be approved by PM prior to Services being performed. All Services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for Service provided to the County. Any changes to the Scope of Service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive a total amount not to exceed THREE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$388,800.00) as compensation for the Services performed pursuant to this Agreement. Contractor shall provide its own service vehicles and equipment, to include all personal protection equipment ("PPE") in accordance with industry standards and as recommended by CDC guidelines to protect against the spread of COVID-19.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by both Parties, with performance of Services to commence as soon as practicable. This Agreement shall

continue in full force and effect until June 30, 2022, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County, and will be automatically renewed on July 1, 2022 unless sooner terminated by affirmative action of either Party pursuant to the termination provision of this Agreement. After the July 1, 2022 automatic renewal, this Agreement will continue in full force and effect until one year from the date of execution of this Agreement, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. The Parties may agree to extend the term of this Agreement in writing by mutual consent.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. Audit Clause

Upon reasonable notice, County or its authorized agent shall have the right to audit and inspect Contractor's financial records for Service performed under the terms of this Agreement.

7. County Obligations

County shall provide Contractor with full access to all property to be serviced in a timely manner. PM shall notify Contractor as soon as practicable should there be any property changes. County shall provide any technical support required for the performance of Services.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

9. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the

County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

(a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages required by County as detailed in Exhibit B. Coverage shall remain in effect throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Insurance coverage purchased pursuant to this Agreement shall include water damage coverage.

- (b) Contractor agrees to procure and maintain Workers Compensation Insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Contractor agrees to procure and maintain Environmental Impairment Liability Insurance with a 1 year extended reporting period with liability limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate if using herbicide, fungicide, pesticide, or other chemical applications pursuant to this Agreement.
- (f) Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (g) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all

insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

- (h) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Service hereunder shall not be used by Contractor for any purpose other than the performance of Service hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

15. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding Service provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by

an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:

Paulk Landscaping & Nursery, Inc.
Attn: Jon K. Thrower
Cochran, Georgia 31014-9262
(478) 934-4146;

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This provision shall not apply to any delays caused by COVID-19 pandemic conditions.

23. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

24. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

25. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all of its own costs and attorney's fees.

26. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

28. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

29. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

30. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

31. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

32. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: Lester M. Miller
Lester M. Miller, Mayor

10/25/2021
Date

Attested: Janice S. Ross
Janice S. Ross, Clerk of Commission

10/25/2021
Date



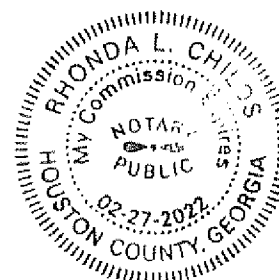
Paulk Landscaping & Nursery, Inc.:

By: John K. Thrower
John K. Thrower, Vice President

10.25.2021
Date

Attested: Chondra L Childs
Secretary (Title)

10/25/2021



L:\CONTRACTS\2022-0256 Paulk Landscaping - Landscaping Recreation.Docx

EXHIBIT A

**Macon Bibb Lan
Pricing¹**

	Location
1	Frank Johnson Center / Park
2	Delores A Brooks Recreation Center (includes ballfields and track)
3	Memorial Center / Park
4	Bloomfield / Park (front lot on Rocky Creek Rd)
5	New Bloomfield Gilead
6	Freedom Park Center / Park
7	Rosa Jackson Center / Park
8	Theron Ussery Recreation Center
9	West Macon Park
10	South Macon Park
11	Senior Center
12	Booker T Washington
13	Tattnall Square
14	Carolyn Crayton Park (includes front of the park "Midway" parking area, and all areas not inside the baseball diamond - Ball fields cut by Macon Bibb)
15	Riverside Extension (Central City Park)
16	Kings Park
17	Eastview Police Precinct
18	Willingham Court
19	Riverview Park
20	Henry Burns Park
21	Matti Jones Playground (Park)
22	Becky Cummings Park
23	Hillcrest Park
24	Daisy Park
25	Dog Park
26	Village Green Park
27	Village Green Basketball Courts
28	James Williams Park
29	Lynmore Estates Park
30	John Drew Smith Tennis Center
31	Murphy Park
32	Houston Rd "Sarah Willis Park"
33	Dandy Park
34	Little Richard Penniman House
35	Coleman Hill Park
36	Heritage Trail / River Walk
37	Jackson Springs and Camellia Garden
38	Filmore Thomas Park (includes ball fields)

**Landscaping Contract
Worksheet**

Address	Acres
2227 Mercer University Dr	12
3326 Ocmulgee East Blvd	32
963 Long St	5
4115 Lions Place	45
1931 Rocky Creek Rd	20
3301 Roff Ave	26
Maynard St	4
889 Wimbush Rd - North Macon Park Dr	14
501 West Macon Park Drive	18
450 Guy Pain Road	30
132 Willie Smokie Glover Dr	1
401 Monroe Street	2
1155 College St	22
150 Willie Smokie Glover Dr	60
Flower medians in front of CCP	1
Kings Park Cir	4
110 Eastview Ave	1
542 Willingham Court	1.5
2753 Riverview Rd	1
3298 Ingleside Ave	3
1991 First Ave	3
3326 Atkins Dr	1
2880 Hilcrest Ave	4
970 Daisy Park	1
1520 Chestnut St	4
Village Green Dr / Edwina Dr	2
Village Green B-ball Courts	1
596 Pansy Ave	2
4056 Mead Road	8
3280 North Ingle Place	13
2245 Ingleside Ave	3
6010 Houston Road	3
990 South Ponce De Leon Cir	1
416 Craft Street	1
285 Spring Steet	6
Glenridge Dr to past Otis Redding Bridge	35
3793 Log Cabin Dr	15

Macon Bibb Lan
Pricing¹

	Location
39	South Bibb Rec Center (includes ball fields)
40	Betty Tolbert Park
41	King's Park Community Center
42	Frankie E Lewis Park

**Landscaping Contract
Worksheet**

	Address	Acres
	7035 Houston Road	65
	115 Betty Tolbert Way	2.56
	3283 Kingston CT	0.26
	834 Lynmore Ave	1.76

EXHIBIT B

**MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION**

DATE	COMMODITY OR DESC.	PROJECT	GL ACCT CODE/ BUDGET	Procurement Facilitator
9/13/2021		Landscaping for Recreations	100.6100.6070.523850.001 (Gen Fund Recreation Maint. Contract Labor Contractual Services)	Nan Tharpe

The following documents are included with this recommendation:

- ☒ Buyer's Award Recommendation (this form)
- ☒ Administrative Transmittal Form
- ☒ Secretary of State
- ☒ Official Tabulation
- ☒ Copy of Recommended Vendor's Quote
- ☒ Addendum (If Any)
- ☒ Original Invitation to bid

After reviewing all proposals, the committee recommends: ☒ Award as Follows ☐ Reject all proposals, Re-solicit

VENDOR NAME	AMOUNT
Paulk Landscaping & Nursery Inc.	\$388,800.00

If recommending other than the lowest proposer, please answer the following:

Did the low proposer meet the requirements of the bid? ☒ Yes ☐ No ☐ N/A

REQUIREMENT AS STATED IN THE BID	HOW LOW BIDDER DID NOT MEET THE SPECIFICATION

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☒ N/A

REJECTION JUSTIFICATION

Award Requirements: ☐ HOLD FOR MBCC AWARD ☐ HOLD FOR MBCC ACTION

COMMENTS

Details of solicitation process:

COMMENTS
Invitation for Bids (IFB) # 22-005-NT was published on August 10, 2021. Advertised on Macon-Bibb County's Procurement page and posted to the Georgia Procurement Registry (State Purchasing) where Two Hundred and Ninety-Seven (297) vendors were notified (23) African American, (3) Asian American (6) Native American. (3) Hispanic/Latino and (1) Pacific Island/American, (136) Non-Minority. On the published due date September 9, 2021, two (2) response was received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review. After review of the bid, Paulk Landscaping & Nursery Inc. whose total bid price was lowest responsive and responsible submission, is recommended for award. Procurement concurs with this award recommendation.

I have read the recommendation prepared by the department and agree with their recommendation. ☒ Yes ☐ No

TITLE	SIGNATURE	DATE
Procurement Facilitator	<i>Nan Tharpe</i>	9/13/21



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

PAULK
Business Name: **LANDSCAPING & NURSERY, INC.** Control Number: **K413025**
Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**
Business Purpose: **NONE**
Principal Office **1000 COLEY STATION ROAD,** Date of Formation /
Address: **COCHRAN, GA, 31014-9262** Registration Date: **5/20/1994**
State of Formation: **Georgia** Last Annual Registration Year: **2022**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MATT PAULK**
Physical Address: **1048 COLEY STATION ROAD, COCHRAN, GA, 31014, USA**
County: **Bleckley**

OFFICER INFORMATION

Name	Title	Business Address
Matt PAULK	CFO	1000 COLEY STATION ROAD, COCHRAN, GA, 31014, USA
Matt PAULK	CEO	1088 COLEY STATION ROAD, COCHRAN, GA, 31014, USA
KATHY PAULK	Secretary	1000 COLEY STATION ROAD, COCHRAN, GA, 31014, USA

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Fax: (404) 955-9825, WEBSITE: <https://sos.ga.gov/>
© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.17 [Report a Problem?](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>
© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.17 **Report a Problem?**

MACON-BIBB COUNTY PROCUREMENT
OFFICIAL BID TABULATION

DEPARTMENT: Recreation
 BID FOR: Landscape Restoration
 BID #: 2024-017

BID DATE: 05/20/21
 BID TIME: 2:00 PM

ITEM	QTY	U/M	DESCRIPTION	Fruit Landscaping fee		All other Landscaping and Design		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				PRICE	PRICE	PRICE	PRICE								
1					\$241,600.00		\$241,600.00								
2				\$	-										
3				\$	-										
4															
5															
TOTALS															
THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT.															
BID FORM				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Additional Acknowledged				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bidders' Qualification Form				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
List of Sub-Contractors				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Complete Participation Goal				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Legal & Financial Stability Affidavit				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Get Bond (5% of total bond bid)				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E-Verify Affidavit				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Time & Material Certification				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vendor Form				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice.

I also certify that I have personally and thoroughly examined the tabulation against the proposal forms submitted.

BY: Her Thorne

Vendor Name: Greenland Business
 A. Local Minority Owned Business
 B. Local Non-Minority Owned Business
 C. Local Veteran Owned Business
 D. Local Disadvantaged Business

E. Non-Local Minority Owned Business
 F. Non-Local Non-Minority Owned Business
 G. Non-Local Veteran Owned Business
 H. Non-Local Disadvantaged Business

1. Non-Local Organization
 2. Failed to Identify

Bid Price Form

For

Landscaping for Recreation

Total Pricing

\$ 388,800.00

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids

Printed Name: Jon E. Thayer Title: Vice President

Authorized Signature: [Signature] Dated: 09.08.2011

Company Name: Paulk Landscaping, Inc.

I, Nan Thayer
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.

[Signature] 9/10/11
Procurement Facilitator Witness



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Landscaping For Recreation

209-66

BID NUMBER: 22-005-NT

ISSUED: August 10, 2021

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, September 9, 2021

**Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Government Center
Macon, Georgia 31201**

TABLE OF CONTENTS

I.	GENERAL	1
A.	INVITATION	1
B.	BID DOCUMENTS	1
C.	PRE-BID	ERROR! BOOKMARK NOT DEFINED.
D.	BID BOND	1
E.	SEALED BIDS	1
F.	VALIDITY	2
G.	CONTRACT AWARD	2
H.	SURETY	2
I.	PAYMENT CONDITIONS	2
J.	EXCISE TAXES	2
K.	INSURANCE	3
II.	INSTRUCTIONS TO BIDDERS	4
A.	DEFINITIONS	4
B.	RELATED DOCUMENTS	4
C.	BIDDER'S REPRESENTATION	4
D.	DOCUMENT DISCREPANCIES	4
E.	SUBMITTALS	5
F.	RESERVATIONS	5
G.	SURETY AND INSURANCE COMPANIES	5
III.	SPECIAL CONDITIONS	5
A.	GENERAL	5
B.	PERMITS AND LICENSES	6
C.	LAYOUT OF WORK	6
D.	WORK AREA	6
E.	UNDERGROUND UTILITIES	6
F.	TRAFFIC CONTROL	6
G.	VANDALISM	7
H.	MATERIAL DISPOSAL	ERROR! BOOKMARK NOT DEFINED.
I.	EXTENSION OF TIME	7
J.	LIQUIDATED DAMAGES	ERROR! BOOKMARK NOT DEFINED.
K.	INSPECTION	7
IV.	EXECUTION	7
A.	GENERAL	7
B.	SPECIFICATIONS	7
C.	SCHEDULE	ERROR! BOOKMARK NOT DEFINED.
V.	WARRANTY	7

FORMS PROVIDED:

BID FORM
 BIDDER QUALIFICATION FORM
 FINANCIAL & LEGAL STABILITY STATEMENT
 LIST OF SUB-CONTRACTORS
 BIDDER MINORITY PARTICIPATION GOAL
 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

A – REQUIRED SUBMISSION DOCUMENTS
 B – LOCATION LISTING

END OF TABLE OF CONTENTS

Landscaping For Recreation

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, September 9, 2021 for **Landscaping for Recreation** for the Macon-Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Finance Department Conference Room on Thursday, September 9, 2021 at 2:00 pm.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Sam Henderson @ 478-751-7170 or shenderson@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Government Center, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PR/Sapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

D. Pre-Bid

A pre-submittal conference is scheduled for 10:00 am at 150 Willie Smokie Glover Drive Tuesday, August 17, 2021, Macon, Ga 31206. This conference is mandatory; contractor must be present to submit a bid.

E. Sealed Bids

1. Envelopes shall be identified on the outside as
Landscaping For Recreation
and delivered by hand or mailed to:

Macon-Bibb County Procurement Department
Suite 308, 700 Poplar Street
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on total bid price.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Local Preference

Macon-Bibb County Reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

I. Surety

1. Whereas the anticipated contracted price exceeds \$25,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

J. Payment Conditions

1. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
2. Change orders are issued for any variance from contract or plan sheets.
3. Any unauthorized work or material change will not be paid for unless a change order has been issued prior to the completion of work.

K. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as

amended by Public Law 180-78th Congress.

2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

L. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.

6. Required coverage:

Workers Compensation (WC): Required for all Contracts

NO EXEMPTIONS

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

If herbicide, fungicide, pesticide or other chemical application is involved:

Environmental Impairment Liability (with 1 year extended reporting period)

Each Occurrence	\$ 1,000,000
-----------------	--------------

Aggregate	\$ 2,000,000
-----------	--------------

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term "work" occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

B. Related Documents

1. Required Submission Documents (Attachment "A")
2. Location Listing (Attachment "B")

C. Bidder's Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents;
 - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred, to ntharpe@maconbibb.us.
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.

- b) Addenda will become part of the Contract Documents when the Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form (included in this bid document)
 - b) Attachment "A" Required Submission Documents
 - Bidder's Qualification Form
 - List of Sub-Contractors
 - Bidder Minority Participation Goal
 - Financial & Legal Stability Statement
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ability Statement
 - Non-Collusion Affidavit
 - Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.
 - Macon-Bibb County Vendor Application
 - Form W-9
 - E-Verify Affidavit
 - c) Bid Bond in amount of 5% of the total base bid (acquired separately)

F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code

- b) State and Local Building Code
- c) Georgia Department of Transportation (D.O.T.)
- d) Occupational Safety and Health Administration (OSHA)
- e) Other Federal, State, or Local Codes

B. Permits and Licenses

- 1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

- 1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

- 1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
- 2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
- 3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

- 1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

- 1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
- 2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
- 3. All costs associated with traffic control shall be the responsibility of the Contractor.
- 4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

H. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

I. Inspection

1. Inspectors may be appointed to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Inspector.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Owner shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Owner and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Development of Elm Street Park, for the Macon-Bibb County, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment "C"- Drawings attached hereto and incorporated herein.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.



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 MAYOR TO EXECUTE A LEASE PURCHASE AGREEMENT WITH LENOVO FINANCIAL SERVICES, IN THE AMOUNT OF \$393,236.00 OVER THE COURSE OF 36-MONTHS, PAYABLE FROM THE I.T. DEPARTMENT BUDGET, REPAIRS & MAINTENANCE – SOFTWARE LICENSE & MAINTENANCE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County I.T. Department is tasked with ensuring that the Macon-Bibb County network and data are secure and stable; and

WHEREAS, in light of increasing threats from cyberattacks and data breaches worldwide, the I.T. Department finds it prudent to obtain Rubrik software specifically for data security and restoration to protect the sensitive information; and

WHEREAS, Rubrik software, and associated support and accessories, is available through Statewide Contracts #99999-SPD-SPD0000060-0004 and #999999-SPD-SPD000016-0003 through CDW-G, with lease-purchase options available through Lenovo Financial Services; and

WHEREAS, the I.T. department has tested the software through a purchased a limited usage and has found that the software meets the cybersecurity and data stability needs of the county government; and

WHEREAS, Procurement concurs with this 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 Macon-Bibb County Commission authorizes the Mayor to execute a Lease-Purchase Agreement with Lenovo Financial Services, in

a form to be approved of by the County Attorney, in the amount of THEE HUNDRED NINTY-THREE THOUSAND, TWO HUNDRED THIRTY-SIX DOLLARS AND 00/100 CENTS (\$393,236.00), inclusive of the prior price and usage of the product, to be paid from the Information Technology budget, Repairs & Maintenance – software license & 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.

[SIGNATURE TO FOLLOW]

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 Rubrik Lease Purchase Agreement - \$398,236.00 - IT.docx



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 MAYOR TO EXECUTE AGREEMENTS WITH CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES FOR THE LEASE OF TERMINAL SPACE AT THE MIDDLE GEORGIA REGIONAL AIRPORT AND FOR THE SUBSIDY OF ALTERNATE ESSENTIAL AIR SERVICE OUT OF THE MIDDLE GEORGIA REGIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$20,205,775.00, PAYABLE FROM U.S. DEPARTMENT OF TRANSPORTATION GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the County is the owner and operator of the Middle Georgia Regional Airport with its principal administrative airport office at 1000 Terminal Drive, Suite 100, Macon, Georgia 31216 (“Airport” or “MCN”); and

WHEREAS, the County, under Docket Number DOT-OST-2007-28671 Order dated September 12, 2023, (“Order”) and pursuant to 49 U.S.C. § 41745(a), has been awarded a grant by the U.S. Department of Transportation (“DOT”) in a total amount not to exceed \$20,205,775.00 under DOT’s Alternate Essential Air Service Program (“Grant”), which the County will use to fund passenger air service at MCN for a period beginning October 1, 2023, and ending no later than September 30, 2027; and

WHEREAS, Corporate Flight Management, Inc. d/b/a Contour Airlines (“Contour”) is a licensed direct air carrier under 14 C.F.R. Parts 119, 135, and 298, and holds all licenses, certificates, and permits from applicable governmental authorities for the conduct of its business as a direct air carrier; and

WHEREAS, Macon-Bibb County has previously contracted with Contour to provide air service to and from Macon-Bibb County pursuant to the terms of the AEAS Grant; and

WHEREAS, such contracts consist of C-19-0069 Agreement for Air Services and C-19-0069A Airport Use Agreement; and

WHEREAS, in order to provide continued AEAS service, pursuant to the Grant, at the Airport, the County must enter into updated Air Services and Airport Use Agreement with Contour, to govern the relationship of the parties with regard to Contour's flight operations and the utilization of Macon-Bibb County terminal property; and

WHEREAS, 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 same that Mayor is authorized to execute agreements with Corporate Flight Management, Inc. d/b/a Contour Airlines, for the purpose of leasing terminal space and subsidizing AEAS service for the period beginning October 1, 2023, and ending no later than September 30, 2027, with subsidy payments not to exceed \$20,205,775.00, payable from DOT AEAS grant funds, in a form similar to C-19-0069 and C-19-0069A to be approved by the County Attorney's Office.

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 TO AUTHORIZE A BUDGET TRANSFER WITHIN THE SHERIFF'S OFFICE BUDGET, IN THE AMOUNT OF \$1,000,000.00 FROM THE COMMISSARY FUND BALANCE TO THE BUILDING AND BUILDING IMPROVEMENTS, AND CONTRACTUAL SERVICES LINE ITEMS FOR THE PURPOSE OF FUNDING ADDITIONAL REPAIRS AND IMPROVEMENTS TO THE JAIL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission adopted ordinance O-23-0036, establishing the FY24 budget, said ordinance to 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

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 budget transfer within the Sheriff's Office budget as follows:

Transfer Out:

1. \$1,000,000.00 from the Commissary Fund Balance, account number 213.505500;

Total Out: \$1,000,000.00

Transfer In:

1. \$500,000.00 into the Building and Building Improvements line item; and
2. \$500,000.00 into the Contract Services line item;

Total In: \$1,000,000.00

for the purpose of funding the costs associated with making additional repairs and improvements to the jail, in accordance with Exhibit A, attached hereto and incorporated herein by reference.

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 Transferring \$1,000,000 in Sheriff's Budget for Jail Repairs 11-3-23.docx

EXHIBIT A

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental

X

Department

Administrative

Date of Request: _____

10.11.23

Department:

Sheriff

Transfer From:

Account TitleAccount Number

Amount

Transfer from Fund Balance

213.505500

1,000,000.00

Total

1,000,000.00

Transfer To:

Account Title

Account Number

Amount

Building & Building Improvements

213.3301.541300

500,000.00

Contract Services

213.3301.523850.001

500,000.00

Total

1,000,000.00

Reason for Transfer:

Supplemental to cover additional repairs and improvements to Jail.

Approvals:

Department Head Initials/Date

Budget Officer Initials/Date

Finance Officer Initials/Date

County Manager Initials/Date

Finance Complete Transfer

Initials/Date

Notes to file:

Initials

Date _____