



Board of County Commissioners Pre-Commission Meeting

March 19, 2024 | 5:00 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 Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the March 5, 2024 meeting (Sponsored by: Lester M. Miller, Mayor)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution of the Macon-Bibb County Commission Appointing Wade Williamson to the Board of Directors of the River Edge Behavioral Health Community Service Board (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. Star Macon, LLC d.b.a. Star Liquor located at 3076 Riverside Drive, Suite 300, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- b. 2023 LLC d.b.a. Shurling Food Mart located at 2904 Shurling (Sponsored by: Lester M. Miller, Mayor)
- c. Shell Food Mart located at 4331 Pio Nono Avenue, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- d. Pedros Tacos & Tequila of Macon located at 4040 Riverside Drive, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2024 Summer Building Opportunities In Out-Of-School Time ("Boost") Grant From The Georgia Recreation And Park Association In The Amount Of \$45,000.00, With No Local Match Required, To Be Used By The Macon-Bibb County Parks And Recreation Department To Expand And Improve Summer Recreation Department Programming (Sponsored by: Lester M. Miller, Mayor)

6. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$196,936.00 From General Fund – Fund Balance To The Tobesofkee Fund – Tobesofkee Dam Improvements Line Item For The Purpose Of Making Improvements To The Lake Tobesofkee Dam; (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$40,000.00 From General Fund – Fund Balance To The Intergovernmental – Board Of Health Line Item For The Purpose Of Funding The Placement Of A State Employee To Assist Citizens Who Were Disenrolled From Medicare At The End Of The COVID-19 Public Health Emergency (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$3,700,000.00 From General Fund – Fund Balance To Airport Fund – Capital Improvements - Infrastructure For The Purpose Of Funding The Runway 5-23 Extension And Building A Road To The Proposed New Air Traffic Control Location At The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)

7. Purchase and Sale Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Seller's Contracting Services, LLC To Perform Sidewalk Construction Along Pinehill Drive, At A Cost To Macon-Bibb County Of \$679,998.62, To Be Paid From 2018 SPLOST Funds For Road Work (Sponsored by: Lester M. Miller, Mayor)
- b. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Janitorial Services Agreement With Executive Cleaning, Inc. To Perform Janitorial Services For Macon-Bibb County Facilities To Be Paid From The Facilities Management Departmental Budget Custodial Contract Labor Line Item; (Sponsored by: Lester M. Miller, Mayor)
- c. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Evergreen Lawn And Garden Center, Inc. In An Amount Not To Exceed \$100,000 For Assistance Planting Approximately 450 New Trees At Seven Sites Located Across Macon-Bibb County, To Be Paid From The Parks And Beautification Departmental Budget Contract Labor - Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

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

- a. Ordinance Of The Macon-Bibb County Commission To Amend Division 15 Of Article II, Chapter 7 Of The Macon-Bibb County Code Of Ordinances To Amend The Sidewalk Cafe Permitting Process (Sponsored by: Lester M. Miller, Mayor)

9. Street Lights

- a. Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At 218 Wesley Joe Court And Other Nearby Locations Described Herein Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances (Sponsored by: Lester M. Miller, Mayor)
- b. Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At 702 Bright Street Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At Barrington Hall Drive Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances (Sponsored by: Lester M. Miller, Mayor)

10. Refund of Ad Valorem Taxes

- a. A Resolution Of The Macon-Bibb County Commission Authorizing A Refund Of Ad Valorem Taxes To Eagle Nation Aviation, LLC Pursuant To O.C.G.A. § 48-5-38 (Sponsored by:)

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);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
March 5, 2024 – 5:30 PM
Government Center
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on March 5, 2024 at 5:30 PM in the Commission Chamber at the Government Center.

COMMISSION MEMBERS PRESENT

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 Brendlyn Bailey

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Michael McNeill, Sr. Asst Co. Attorney
Sara Davis, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Edna Ruiz, Communication Specialist
Olivia Waters, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the February 20, 2024 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the minutes from the February 20, 2024 meeting were approved.

3. Appointments to Authorities, Boards and Committees

- a. Resolution Of The Macon-Bibb County Commission Reappointing Patrice N. Walker, M.D., To The Macon-Bibb County Board Of Health (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Elaine Lucas, Commissioner)

On motion of Commissioner Lucas, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb

County Commission Reappointing Patrice N. Walker, M.D., To The Macon-Bibb County Board Of Health was approved.

- b. Resolution Of The Macon-Bibb County Commission Reappointing Erin Keller To The Board Of Directors Of The River Edge Behavioral Health Community Service Board (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Erin Keller To The Board Of Directors Of The River Edge Behavioral Health Community Service Board was approved.

- c. A Resolution Of The Macon-Bibb County Commission Appointing Charles Richardson To The Board Of Directors Of The River Edge Behavioral Health Community Service Board (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Appointing Charles Richardson To The Board Of Directors Of The River Edge Behavioral Health Community Service Board was approved.

4. New Alcohol Beverage Licenses

- a. Exxon 36 Spring d.b.a. R&D Food Mart located at 36 Spring Street, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Jones, seconded by Commissioner Howell and Passed by a vote of 9 to 1 with Mayor Miller, Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Lucas, Commissioner Jones, Commissioner Wilder, Commissioner Howell, Commissioner Watkins, Commissioner Bailey casting the affirmative votes and Commissioner Bronson casting the dissenting vote, the alcohol beverage license for Exxon 36 Spring d.b.a. R&D Food Mart located at 36 Spring Street, Macon, GA was approved.

- b. Jigi 4737 d.b.a. Jumbo Mart located at 4737 Houston Road, Macon, GA

Legal recommends denial as property owner owes taxes on real property. (Sponsored by:)

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the alcohol beverage license for Jigi 4737 d.b.a. Jumbo Mart located at 4737 Houston Road, Macon, GA was denied due to the back taxes owed on the property.

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2024 National Crime Victims' Rights Week Community Awareness Project Grant In The Amount Of \$2,544.48, With No Local Match, To The Bibb County Solicitor General's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2024 National Crime Victims' Rights Week Community Awareness Project Grant In The Amount Of \$2,544.48, With No Local Match, To The Bibb County Solicitor General's Office was approved.

6. Contracts and Purchase Orders for Approval

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With DISYS Solutions, Inc., In The Amount Of \$146,326.00 For Malware And Antivirus Protection Software To Be Paid From The It Department Budget, It Systems & Network, Repairs & Maintenance – Computer Network Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Jones and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With DISYS Solutions, Inc., In The Amount Of \$146,326.00 For Malware And Antivirus Protection Software To Be Paid From The IT Department Budget, IT Systems & Network, Repairs & Maintenance – Computer Network Line Item was approved.

- b. Resolution Of The Macon-Bibb County Commission Authorizing The Payment Of An Invoice In The Amount Of \$44,165.00 To Health Services Of Central Georgia (Atrium Health Navicent) For Employee Biometric Screening Services, To Be Paid From The Group Insurance Fund – Self Funded – Wellness Program Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Payment Of An Invoice In The Amount Of \$44,165.00 To Health Services Of Central Georgia (Atrium Health Navicent) For Employee Biometric Screening Services, To Be Paid From The Group Insurance Fund – Self Funded – Wellness Program Line Item was approved.

- c. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Patricia Ussery For

The Provision Of Court Reporting And Transcription Services For The Macon Judicial Circuit Accountability Court Programs, To Be Paid From The Judicial Council Of Georgia American Rescue Plan Act Grant
(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Jones and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Patricia Ussery For The Provision Of Court Reporting And Transcription Services For The Macon Judicial Circuit Accountability Court Programs, To Be Paid From The Judicial Council Of Georgia American Rescue Plan Act Grant was approved.

7. 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);

Respectfully Submitted,

Janice S. Ross
Clerk of the 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 BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING WADE WILLIAMSON TO THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the River Edge Behavioral Health Center is a keystone provider of behavioral healthcare in the Middle Georgia area and offers services for substance abuse, mental health, development disabilities, and other similar fields; and

WHEREAS, River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Bibb, Jones, Monroe and Twiggs; and

WHEREAS, the River Edge Behavioral Health Center is overseen by a Board of Directors, with each said director being appointed and serving three (3) year terms as stated O.C.G.A. 37-2-6; and

WHEREAS, O.C.G.A. § 37-2-6 provides that the governing authority of Macon-Bibb County shall be authorized to appoint certain members to the Board of Directors; and

WHEREAS, Mayor Lester Miller received a letter of recommendation to appoint Wade Williamson to the Board of Directors of River Edge Behavioral Health to fill the unexpired term of Dr. Steven E. Corkery, which is set to expire March 31, 2026; and

WHEREAS, Dr. Steven E. Corkery vacated his Mayor-appointed seat in August 2023 after being appointed by the Board to their sole at-large seat; and

WHEREAS, Wade Williamson has expressed his willingness to serve, meets all rules, regulations, and requirements necessary for appointment to the Board of Directors for the River

Edge Community Service Board, and has submitted his resume and certificate of good standing, attached hereto and incorporated herein as Exhibit A, for consideration; 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 Wade Williamson is hereby appointed to serve as a member of the Board of Directors for the River Edge Community Service Board, to fulfill the unexpired term of Dr. Steven, Corkery, with said term to begin as of the effective date of this resolution and expire on March 31, 2026.

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 that this Resolution or part of 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 the is 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 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 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 _____, 2024.

By: _____
Lester M. Miller, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Appointing Wade Williamson To Board Of Directors Of River Edge Behavioral Health Community Service Board.Docx

EXHIBIT A

Wade Henry Williamson, CPA
4139 Canyon Road
Macon, Georgia 31210
Cell: 478.719.0461

Work Experience:

2009 – Present: *CFO, MidSouth Community FCU*

November 2006 – 2009: *Internal Auditor, MidSouth Community FCU*

January 2005-Present: *Senior Accountant, McNair, McMlemore, Middlebrooks & Co., LLC*

Responsibilities include: Performing external audits of financial institutions, including SEC clients; Performing internal audits of financial institutions both individually and as a team; In Charge Accountant; Completing individual tax returns

2003-2004: *Access Integrated Networks, Account Temps*

Responsibilities include: Business account management and securing customer satisfaction through contractual agreements

2002-2003: *Claims Representative, Progressive Insurance*

Responsibilities include: Coverage investigation; Liability investigation; Estimation and settling property damage claims; Handling and settling bodily injury claims; Certified boat adjuster

2000-2001: *Assistant Manager, Fastenal Company*

Responsibilities include: Accounts Receivable, Accounts Payable, Purchasing, Pricing, Marketing, Technical Support; The branch's profit margin increased each quarter in 2000 and 2001

1997-1999: *Account System Specialist, Fastenal Company*

Responsibilities include: Accounting and inventory control; Managing and servicing the top five accounts, which accounted for 40% of the branch sales

Education:

Master of Accountancy, Georgia College & State University, August 2005

Bachelor of Business Administration, University of Georgia, June 1997

Major: **Finance**

Concentration: **Economics**

References available upon request

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Wade H. Williamson, Board Member for River Edge
 2. Name of the subject of this Certificate, if different from the applicant:

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

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

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.

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.

Wade H. Williamson
 Print and Sign Name

Sworn to and subscribed before me this
12th day of March, 2024.

Martina Pence
 Notary Public

My commission expires:



Rev. April 2022
 See O-22-0011

Added to the March 19, 2024 Pre-Commission
Agenda



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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
☒ Please check here if you are applying for a Business Continuation License. The \$400 application is not applicable for the following: Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor) *Malt (Beer) *C.O.P. (Consumed on Premises)					

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

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

Agent Information

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are Completed and Paid
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 (c) (2) Affidavit

Location/Business Information

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

Rev. 9/2020

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

Federal Tax ID #: 99-0515752 State Tax ID #:

Business Name: Star Liquor Corporate and Trade Name: Star Macon, LLC

Local Business Address: 3076 Riverside Dr., Suite 300, Macon, GA 31210
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3076 Riverside Dr., Suite 300, Macon, GA 31210
(P.O. Box Not Allowed) City State Zip

Local Business Phone #: (478) 405-6033 Email Address: [REDACTED]

Contact Person: Bhumi S. Patel Contact Phone #: [REDACTED]

AGENT

Agent's Name: Bhumi S. Patel Agent's Title: owner

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

Home Address: 797 Barrington Hall Drive City: Macon State: GA Zip: 31220

Home Phone #: [REDACTED] Email: [REDACTED]

Mailing Address: 797 Barrington Hall Drive City: Macon State: GA Zip: 31220

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: Star Macon, LLC Title: applicant owner

Home Address: 797 Barrington Hall Dr. City: Macon State: GA Zip: 31220

Home Phone #: [REDACTED]

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):	Bhumi Sevantilal Patel		
Home Address:	797 Barrington Hall Dr., Macon, GA 31220		
Sex	Race	Date of Birth	Social Security Number
Female	Asian		



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 B. Patel

Date 01/11/24

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

Rev. 9/2020

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: Star Macon, LLC d/b/a Star Liquor

Printed Name of Applicant: Bhumi S. Patel

*Signature of Applicant: B. S. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11th DAY OF January, 2024.

Michelle Hill
 NOTARY PUBLIC



8-16-2024
 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: BHUMI S. PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 3076 RIVERSIDE DR. SUITE 300
BUSINESS NAME: STAR LIQUOR – STAR MACON LLC.

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: 1-22-2024

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 DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.

600' - school ground, school building, education building, or college campus. (revised 8-23-23) PJH

Star Liquor

#3076 Riverside Drive

700' — CHURCH BUILDING 300'

Ingleside Baptist Church

400' — CHURCH PROPERTY

Ingleside Baptist Church

* 175' — M-B COUNTY RECREATION CENTER property line

Theron Vossery Park Community Center

22,400' — ALCOHOL TREATMENT CENTER building

River Edge - Emery Hwy.

4,300' — PUBLIC LIBRARY or BRANCH building

Riverside Branch

3,200' — MHA property line

Northside Senior Village

4,200' — SCHOOL GROUND property line 600'

Rosa Taylor Elementary

4,300' — SCHOOL BUILDING

Rosa Taylor Elementary

4,200' — EDUCATION BUILDING

Miller-Mott

4,200' — COLLEGE CAMPUS

Miller Mott

6,000' — Existing PACKAGE STORE (1500'+ required)

Carnage Hills Bottle Shop

*Refer to
Attorneys
Office
Paul J. Housowski
January 5, 2024*

Parcel Details:

Parcel ID	Class Code	Taxing District	Owner	Physical Address
N0520031	Exempt	MACON-BIBB BIBB	MACON-BIBB COUNTY 700 POPLAR STREET MACON, GA 31202	3280 N INGLE PL

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34460	509375	Print Legal Ad-IPL01553610 - IPL0155361	Star Liquor	\$45.00	1	31 L

Attention: Michelle Hill
SMITH, HAWKINS, HOLLINGSWORTH
P. O. BOX 6495
688 WALNUT STREET, SUITE 100
MACON, GA 31208
mary@shhlaw.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER, WINE, LIQUOR/
Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the January 23, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Star Macon, LLC/Star Liquor 3076 Riverside Dr. Suite300 Macon, GA 31201, 3076 Riverside Dr. Suite300 Macon, GA 31201. 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 January 16, 2024. Bhumi S. Patel,
Applicant
IPL0155361
Jan 16, 23 2024

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:

01/16/24, 01/23/24

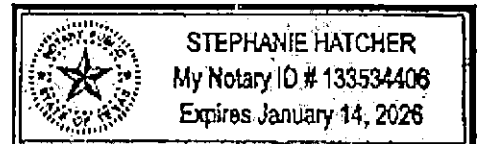
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 24th day of January in the year of 2024

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-2024-33	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 01/10/2024
ISSUED TO NAME:	Bhumi S. Patel	
	Star Macon LLC DBA Star Liquor	
PROPERTY OWNER'S NAME:	SUNRISE 2022 LLC	
PROPOSED USE:	Change of ownership liquor store	
ADDRESS OF PROPOSED USE:	3076 RIVERSIDE DR suite 300	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O051-0004	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a change of ownership of an existing liquor store; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any 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, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 01/10/2025

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
COUNTY OF BIBB**

AFFIDAVIT

Before me, the undersigned officer, personally appeared Bhumi Patel, who, after being duly sworn according to law deposes and says on oath:

That she is the Sole Member of Star Macon, LLC, a Georgia limited liability company (the "Company");

That the Company is under contract to purchase the business of Star Liquor in Macon, GA;

That she is authorized to make this Affidavit and to execute and deliver all necessary and appropriate documents necessary to purchase the business known as Star Liquor located at 3067 Riverside Drive, Suite 300 Macon, GA 31210

That this affidavit is made for the purpose of making application for Alcohol License to Macon-Bibb County..

IN WITNESS WHEREOF, this affidavit has been executed under oath and seal this 11th day of January, 2024.

STAR MACON, LLC

By: Bhumi Patel (L.S.)
Bhumi Patel, Sole Member

Sworn to and subscribed before me,
this 11th day of January, 2024.

Michelle Hill

Notary Public, State of Georgia
My commission expires:



Control Number : 23245224

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

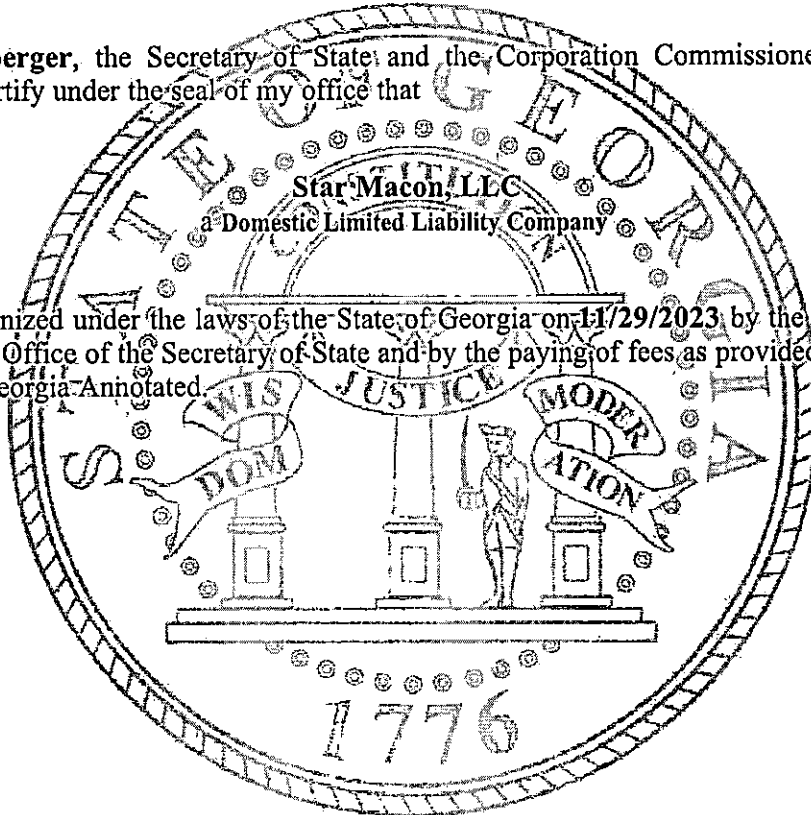
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

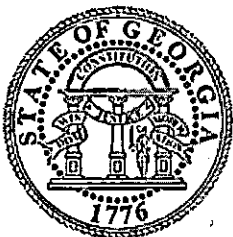
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Star Macon, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/29/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/01/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 11/29/2023 3:22:48 PM

BUSINESS INFORMATION

CONTROL NUMBER 23245224
BUSINESS NAME Star Macon, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 11/29/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 3076 Riverside Drive, Suite 300, Macon, GA, 31210, USA

REGISTERED AGENT

NAME Bhumi Patel
ADDRESS 797 Barrington Hall Drive, Macon, GA, 31220, USA
COUNTY Bibb

ORGANIZER(S)

NAME Justin S. Hollingsworth
TITLE ORGANIZER
ADDRESS PO Box 6495, Macon, GA, 31208, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Justin S. Hollingsworth
AUTHORIZER TITLE Organizer



**GEORGIA
CORPORATIONS
DIVISION**

**GEORGIA SECRETARY OF STATE
BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Star Macon, LLC	Control Number:	23245224
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	3076 Riverside Drive, Suite 300, Macon, GA, 31210, USA	Date of Formation / Registration Date:	11/29/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: Bhumi Patel
Physical Address: 797 Barrington Hall Drive, Macon, GA, 31220, 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: Star Liquor Name of Corporation: Star Macon, LLC

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

Individual:

Name and Title: Bhumi S. Patel, Sole Member Telephone Number: [REDACTED]

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

Residential Street Address: 797 Barrington Hall Dr., Macon, GA 31220

Mailing Address: 797 Barrington Hall Dr., Macon, GA 31220

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: 1
 - ☒ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



TAX COMMISSIONER'S OFFICE
188 Third Street
Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Bhumi Last Name: Patel
 Home Address: 797 Barrington Hall Dr. City: Macon State: GA Zip: 31220
 Home Phone #: [REDACTED] Email: [REDACTED]
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: 797 Barrington Hall Dr. City: Macon State: GA Zip: 31220

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

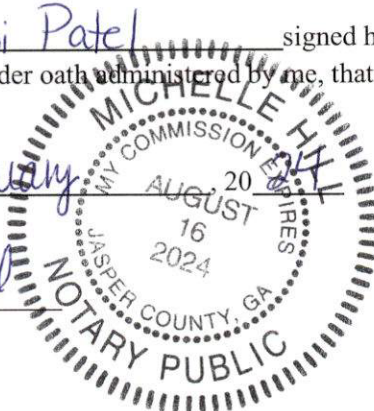
CERTIFICATION

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.

BSPatel 01/11/24
 Applicant's Signature Date

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

This 11th day of January
Michelle Hill
 NOTARY PUBLIC



8/16/2024
 MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

BHUMI S PATEL

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-11-02

Serial No.

cert_w80l28y3





Bhumi S Patel



AH000223

ALCOHOL HANDLER

EXP: 12/31/2024

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated this 4th day ^{Oct} Sept. 2023 between
 ZJ's Package Store, Inc.
 herein called the ASSIGNOR
 AND BHUMBI SERANTILAL PATEL,
 herein called the ASSIGNEE,
 AND SUNRISE 2022, LLC
 Herein called the LANDLORD, witnesseth:

WHEREAS by a lease dated November 10, 2022 for premise known as **3076 Riverside Drive, Suite 300** leased by the LANDLORD to ASSIGNOR for a term of **3 years** commencing on **February 1, 2023** and continuing through **January 31, 2026** with an option to renew for **additional 3 years** at agreed rent amount by the **First Amendment** to the Lease Agreement dated December 1, 2020, between **Northgate Village Partners, LLC assigned to Sunrise 2022 LLC (Landlord)**, Successors in interest,

WHEREAS, ASSIGNOR has agreed to assign said premises to ASSIGNEE AND ASSIGNEE has agreed to accept the assignment on the terms stated herein and LANDLORD has consented to said assignment:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The term of this agreement shall commence upon the **ASSIGNEE'S** receipt of a Georgia State Alcohol License and shall continue through the terms of First Amendment, including any option term contained therein.
2. The **ASSIGNEE** shall pay to the **LANDLORD** rent of
Two Thousand Three Hundred Ninety Eight Dollars and Forty two cents (\$2398.42) per month through **January 31, 2024**,
AND
Two Thousand Five Hundred Thirty Nine Dollars and Fifty Cents (2539.50) per month from **February 1, 2024 thru January 31, 2025, AND**
Two Thousand Six Hundred Eight Dollars and Fifty Eight Cents (2680.58) per mnoth from **February 1, 2025 thru January 31, 2026.**
3. **If exercised, Two Thousand Eight Hundred Twenty One Dollars and Sixty Seven Cents (\$2821.67)** per month during the **Option Term** commencing **February 1, 2026** and Ending **January 31, 2029** payable in advance on the first day of each month during the term hereof, which **ASSIGNEE** agrees to pay in lawful money of the United States. All rental payments are to be made payable to **SUNRISE 2022, LLC**, and mailed to P.O.Box 7713, Macon, GA 31209.
4. **If Assignee desires a longer option term, then Assignee agrees to negotiate with Landlord Directly.**
5. **ASSIGNEE** shall not, without prior written consent of the **LANDLORD**, assign this lease agreement or further sublet the premises or any part hereof.

6. Except as herein otherwise provided, all terms, agreements and conditions in the lease attached (Northgate Village Shopping Center Lease Agreement and any previous AMENDMENTS) Are hereby made a part of this agreement.
7. This assignment shall automatically terminate on the termination, cancellation or expiration of the lease attached.
8. This assignment is contingent upon the **ASSIGNEE** obtaining all necessary permits and licenses to operate packaged to go alcohol beverage establishment, and consummating the Closing with **ASSIGNOR**.
9. The **LANDLORD** acknowledges and confirms that the **ASSIGNOR IS NOT** delinquent, defaulted, or has any arrears in Rent Payment.

IN WITNESS WHEREOF, This Assignment Agreement has been duly executed as of the date first above written.

WITNESS:

ZI'S PACKAGE STORE, INC.

ASSIGNOR

George Brown II

PRINTED NAME: George Brown II

TITLE: Owner

DATE: 10/5/23

WITNESS:

BHUMI SEVANTITAL PATEL

ASSIGNEE

BSPatel

TITLE: owner

DATE: 10-6-2023

WITNESS:

SUNRISE 2022 LLC.

PRINTED NAME: [Signature]

TITLE: owner

DATE: 10/4/23

Agent Certification

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

Agent's Signature: B. Patel Date: 01/11/24

Business Name Star Macon, LLC d/b/a Star Liquor

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

This 11th day of January 2024
Michelle Hill MY COMMISSION EXPIRES 8/16/2024
 NOTARY PUBLIC

Owner/Individual Certification

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

Individual/Owner's Signature: _____ 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: Star Macon, LLC d/b/a Star Liquor

Business Address: 3076 Riverside Dr., Suite 300, 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.

B. Spater
Applicant/Agent Signature

01/11/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

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

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

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

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

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Star Macon, LLC d/b/a Star Liquor

Business Address: 3076 Riverside Dr., Suite 300, 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

1/17/21
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.

Bspatel
Applicant/Agent Signature

01/11/24
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>.

BHUMI S. PATEL

Print Name

BS Patel

01/11/24

Date

Signature



Alcohol License Questionnaire

Name of Business: Star Liquor
 Owner's Name: Star Macon, LLC / Bhumi S. Patel, Sole Member
 Address: 3076 Riverside Dr., Suite 300
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

Bhumi S. Patel

Printed Name of person completing form

BSPatel

Signature of person completing form

01/11/24

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.

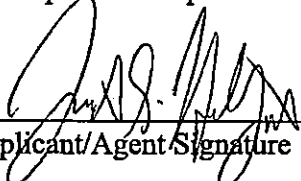
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Star Macon, LLC d/b/a Star Liqueur

Business Address: 3076 Riverside Dr., Suite 300, 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

2/7/2024
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Bhumi S. Patel

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

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

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

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

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.

Bhumi S. Patel
Print and Sign Name

B. Patel

Sworn to and subscribed before me this
11th day of January, 2024

Michelle Hill

Notary Public

My commission expires:



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Star Macon, LLC

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

Star Macon, 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.

Bhumi S. Patel - 100%

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

Bhumi S. Patel
Print and Sign Name

BSPatel

Sworn to and subscribed before me this

14th day of January, 2024

Michelle Hill

Notary Public

My commission expires:



Rev. April 2022
See O-22-0011



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

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Bhumi Patel – No New Fingerprints Needed

Business Name: Star Macon LLC dba Star Liquor

Business Address: 3076 Riverside Drive, Suite #300, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	Sheriff, Macon-Bibb County, Georgia	2/12/2024
	1C561778CDEE414...	
Denied	Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	Mayor, Macon-Bibb County, Georgia	Date
Denied	Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied	Clerk of the Macon-Bibb County Commission, Georgia	Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/14/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval. SDD

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Star Macon, LLC
2. Name of the subject of this Certificate, if different from the applicant:
Property Owner certificate of good standing
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.
- _____
- _____
- _____

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.

Jaswant Singh 

Print and Sign Name

Sworn to and subscribed before me this
15th day of March, 2024.

Tammy Maddox

Notary Public
My Commission Expires 1-03-2026
 NOTARY PUBLIC GEORGIA
TAMMY MADDOX
COUNTY OF BIBB
My Commission Expires JAN. 3, 2026

Page 2 of 2

Rev. April 2022
See O-22-0011

Added to the March 19, 2024 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

GB005830
AH001080

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	\$0
☐ 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 goodstanding.
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 Non-Profit 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.08/2023

Select One: New Business Change of location X Change of Business**BUSINESS**Federal Tax ID #: 92-3307170 State Tax ID #: 20286656961Business Name: SHURLING FOODMARK Corporate and Trade Name: PP2023 LLCLocal Business Address: 2904 SHURLING DR MACON, GA 31211
(P.O. Box Not Allowed) City State ZipMailing Address: 2904 SHURLING DR MACON, GA 31211
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 259-1288 Email Address: [REDACTED]Contact Person: Nilesh Patel Contact Phone #: [REDACTED]**AGENT**Agent's Name: NILESHKUMAR Patel Agent's Title: OwnerDate of Birth: [REDACTED] Social Security Number: [REDACTED]Home Address: 102 Newport Ave # B City: KATHLEEN State: GA Zip: 31047Home Phone #: [REDACTED] mail: [REDACTED]Mailing Address: 2904 SHURLING DR City: MACON State: GA Zip: 31211**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): <u>NILESH KUMAR V PATEL</u>			
Home Address: <u>102 Newport Ave #B Kathleen, GA 31047</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>INDIAN</u>		



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



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

N. V. Patel
Signature

09/05/2023
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 Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia 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) X 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: SHURLING FOOD MART

Printed Name of Applicant: NILESHKUMAR PATEL

*Signature of Applicant: N. V. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 5 DAY OF Sept., 2023.

Jasmine W Barnes
 NOTARY PUBLIC

03/11/2025
 MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response
Details

Case Verification Number: 0023275163015ST
EADS Expiration Date: 09/18/2026
Provision of Law Code: C14

Agency Submitted
Details

Full Name: Nileshkumar V Patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 10/02/2023
Initiated By: JBRO1862
Point of Contact Name: Jackie Brown
Point of Contact Phone Number: (478) 310-2216
Requested Benefits: Occup. Tax Cert.
Attached Document: No

MEASUREMENT FORM

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

APPLICANT: NILESHKUMAR PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2904 SHURLING DR.
BUSINESS NAME: SHURLING FOOD MART

To Be Completed by County Engineer

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

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

Date: 5-9-2023

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go

(Convenience Store)

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

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

Shurling Food Mart

#2904 Shurling Drive

7,850' — SCHOOL GROUND property line

Martin Luther King Jr. Elementary

8,600' — SCHOOL BUILDING

Martin Luther King Jr. Elementary.

19,500' — COLLEGE CAMPUS property line

Mercer University

#433 Cherry Street

16,900' — ALCOHOL TREATMENT CENTER building

River Edge - Emory Highway

6,000' — PUBLIC LIBRARY or BRANCH building

Shurling Branch

11,700' — MHA housing unit property line

Davis Homes

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store

Applicant self-identifies as a:
"GAS STATION"

OK!

Paul J. Hoinowski

May 8, 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
125142	418054	Print Legal Ad-IPL01216220 - IPL0121622		\$45.00	1	29 L

Attention: Jenish Patel

Jenish Patel
1010 marion oaks dr
macon, GA 31216

jaypatel112233@yahoo.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 14, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as PP2023 LLC/SHURLING FOODMART, 2904 SHURLING DR. MACON, GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 14, 2023. Nileshkumar Patel,
Applicant
IPL0121622
May 7, 14 2023

To Whom It May Concern:

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

2 insertion(s) published on:

05/07/23, 05/14/23

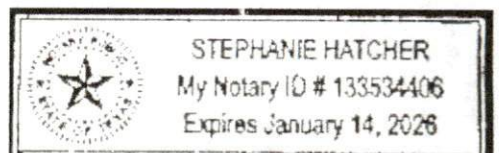
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of May
in the year of 2023

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-1209	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 05/19/2023
ISSUED TO NAME:	Nileshkumar Patel Shurling Food Mart	
PROPERTY OWNER'S NAME:	SKY SIGMAN LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	2904 SHURLING DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	U061-0152	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application— for a convenience store with fuel sales and alcohol packaged to go; No new construction authorized by this permit. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any 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, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 05/19/2024

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.

Control Number : 23075443

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

PP2023 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/31/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/04/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 3/31/2023 11:39:33 AM

BUSINESS INFORMATION

CONTROL NUMBER 23075443
BUSINESS NAME PP2023 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 03/31/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 2904 SHURLING DR, MACON, GA, 31211, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
NILESHKUMAR PATEL	2904 SHURLING DR, MACON, GA, 31211, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
NILESHKUMAR PATEL	ORGANIZER	2904 SHURLING DR, MACON, GA, 31211, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE NILESHKUMAR PATEL
AUTHORIZER TITLE Organizer

Ownership Disclosure Form

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

Business:

Trade Name: SHURLING FOOD MART Name of Corporation: PP2023 LLC

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

Individual:

Name and Title: NIELSEN PAUL Telephone Number: (____) _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 102 NEWPORT AVE. KATHLEEN GA-31047

Mailing Address: 2904 SHURLING DR MACON GA-31201

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: NILESHKUMAR Last Name: PATEL
Home Address: 102 NEWPORT AVE City: KATHLEEN State: GA Zip: 31047
Home Phone #: 352-300-7805 Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2904 Shuoling Dr. City: MACON State: GA Zip: 31211

- ☐ 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.

N.V. Patel
Applicant's Signature

09/05/2023
Date

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

This 5 day of Sept., 20 23

Jasmine W Barnes
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

NILESHKUMAR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-09-07

Serial No.

cert_88rc8mcb





Nileshkumar Patel



AH001080

ALCOHOL HANDLER

Exp. 12/31/2024

INTENT TO LEASE AGREEMENT

This is an agreement between PP 2023 LLC, AND NILESH KUMAR PATEL (applicant/potential tenant(s) and Sky Sigman, LLC, dated 8/25/2023. This applicant/potential tenant is giving Sky Sigman LLC a deposit in the amount of \$ 4500.00 in addition to the non-refundable Transfer fee of \$ 2500.00.

The deposit of \$ 4500.00 is to hold the property location at: 2904 SHURLING DR, MACON, GA 31211. The total security deposit for the property when leased will be \$ 4500.00, and the rent will be \$ 4500.00.

The applicant needs to provide all the applicable documents and have until OCT 1st, 2023, to sign a lease with Sky Sigman LLC for this property, pay the balance of the monies towards security deposit, Transfer Fee and the first month's rent.

If the application/potential tenant(s) does not produce balance of the monies towards security deposit and first month's rent by the date as stated above, then the deposit paid will be forfeited to Sky Sigman LLC for liquidated damages for lost rent and lost marketing time.

By signing below all parties agree to the terms and conditions as setup out in this agreement



Applicant



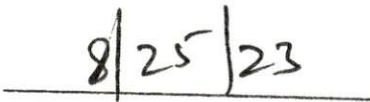
Date

Applicant



Management

Date



Date

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.

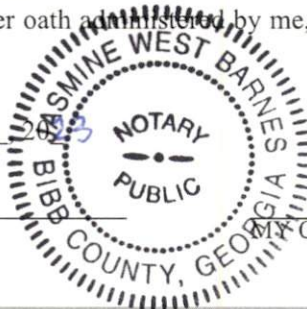
Agent's Signature: N.V. Patel Date: 09/05/23

Business Name Shrims Feed Mart

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

This 5 day of Sept

Jasmine W Barnes
NOTARY PUBLIC



03/11/2025

MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: N.V. Patel Date: 09/05/23
(If different from Agent)

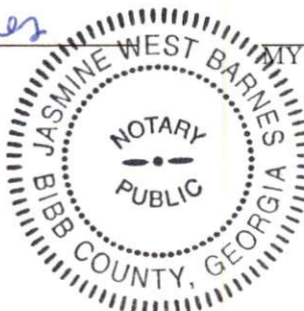
Title: OWNER

Business Name: Shrims Feed Mart

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

This 5 day of Sept., 2023

Jasmine W Barnes
NOTARY PUBLIC



03/11/2025

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Shirling Food Mart

Business Address: 2904 Shirling Dr Milledgeville, GA 31133

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.

N.V. Patel
Applicant/Agent Signature

09/05/2023
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: Shurin Food Mart

Business Address: 2904 Shurin Dr Macon, GA 31201

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

09/14/2023
Date

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

N. V. Patel
Applicant/Agent Signature

09/26/2023
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>.

<u>N.V. Patel</u>	<u>NILESHKUMAR PATEL</u>	<u>09/05/2023</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: SHUTLINS FOOD MART
 Owner's Name: NILESHKUMAR PATEL
 Address: 2904 SHUNING DR
MACON, GA 31211

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

Nilesh Patel
 Printed Name of person completing form

N.V. Patel
 Signature of person completing form

09/05/2023
 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: Shoring Tavern

Business Address: 2904 Shoring Dr Macon, GA 31211

☒ **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

N.V. Patel
Applicant/Agent Signature

09/05/2023
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: NILESHKUMAR PATEL OWNER
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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.

NILESHK PATEL N.V. Patel
Print and Sign Name

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

Jasmine Barnes
Notary Public

My commission expires: 03/11/2025



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: PP2023 LLC and Nilesh Kumar Patel
2. Name of the subject of this Certificate, if different from the applicant:
SKY Sigman LLC (Landlord)
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.

NIA

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
25 day of 09, 2023

Gabriela Miranda

Notary Public

My commission expires: 3-1-25





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Nileshkumar V Patel – Fingerprints Completed: 10.26.2023

Business Name: PP 2023 LLC dba Shurling Food Mart

Business Address: 2904 Shurling Drive, Macon, GA 31211

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		11/6/2023
Granted	_____ Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied	_____ Clerk of the Macon-Bibb County Commission, Georgia	Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/14/2014 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval. SDD

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

Assignment of Commercial Lease

This Assignment of Commercial Lease ("Assignment") is made effective as of **[JULY 20 2023]**, by and between **[JAYKHODAL MAA 2018 LLC & KHUSHBU MANILAL PATEL]**, hereinafter referred to as the "Assignor", and **[PP 2023 LLC & NILESH KUMAR PATEL]**, hereinafter referred to as the "Assignee".

Premises: The Assignor is the current lessee of the commercial premises located at **[2904 SHURLING DR, MACON, GA 31211]**, hereinafter referred to as the "Premises", pursuant to a lease agreement dated **[OCT 01, 2017]** with **[SKY SIGMAN LLC]**.

Assignment: The Assignor hereby assigns all its rights, title, and interest in and to the lease agreement for the Premises to the Assignee, subject to the terms and conditions contained herein.

Assumption: The Assignee hereby assumes all the Assignor's obligations under the lease agreement for the Premises, effective as of the date of this Assignment.

Consent of Landlord: The Assignor acknowledges that this Assignment is subject to the written consent of the Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. The Assignee agrees to promptly provide any information or documentation reasonably requested by the Landlord in connection with obtaining such consent.

Governing Law: This Assignment shall be governed by and construed in accordance with the laws of the **[STATE OF GEORGIA / COUNTY OF BIBB]**.

Counterparts: This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Entire Agreement: This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

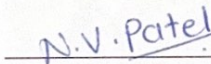


[Assignor's Signature]

03/08/2024

DATE

[JAYKHODAL MAA 2018 LLC & KHUSHBU MANILAL PATEL]



[Assignee's Signature]

03/08/2024

DATE

[PP 2023 LLC & NILESH KUMAR PATEL]

added to the March 19, 2024 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	\$0
☐ 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.

\$ _____ Alcohol License Fees + \$400 Application Fee = Total \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal 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 goodstanding.
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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit 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.08/2023

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**

Federal Tax ID #: _____ State Tax ID #: _____

Business Name: Shell Food Mart Corporate and Trade Name: 4331 Shell Food Mart LLCLocal Business Address: 4331 Pio Nono Ave Macon, GA-31206
(P.O. Box Not Allowed) City State ZipMailing Address: SameLocal Business Phone #: (404) 271 3900 Email Address: _____
(City State Zip)Contact Person: Aazam Jivani Contact Phone #: _____**AGENT**Agent's Name: Tashandra Washington Agent's Title: ManagerDate of Birth: _____ Social Security Number: _____
Apr 13Home Address: 4416 Mumford Rd, City: Macon State: GA Zip: 31204Home Phone #: 404 271 3900 Email: shellmacon4331@gmail.comMailing Address: Same City: _____ State: _____ Zip: _____**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: Aazam Jivani Title: OwnerHome Address: 1292 Crest Oak Way Lawrenceville City: GA State: GA Zip: 30043Home Phone #: 678 4596 22 Email: shellmacon4331@gmail.comMailing Address: Same City: _____ State: _____ Zip: _____

Rev. 08/23

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>Aazam Ashok Jivani</u>			
Home Address: <u>1292 Crest Oak Way Lawrenceville GA 30043</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Asian</u>		



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



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

Signature: 

Date: 09/29/2023

Include a copy of your valid State/Government issued identification

Full Name: _____

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

Date: _____

☐	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):	Tashandra C. Washington		
Home Address:	4416 Mumford Rd. #1-3, Macon GA - 31204		
Sex	Race	Date of Birth	Social Security Number
F	Black	[REDACTED]	



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



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

Tashandra C. Washit
Signature

11-08-23
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 Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

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☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
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Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

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

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

- 1) ☒ 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: 4331 Shell Food Mart LLC

Printed Name of Applicant: ANZAM JIVANI

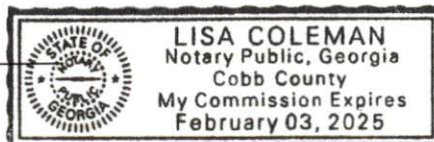
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 8th DAY OF November, 2023

[Signature]
 NOTARY PUBLIC

Feb 03 2025
 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

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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.**

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Business Name: 4331 Shell Food Mart LLC

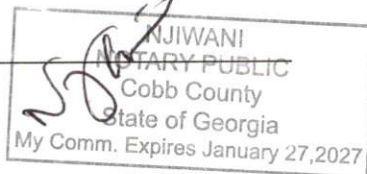
Printed Name of Applicant: Tashandra C. Washington

*Signature of Applicant: Tashandra C. Washington

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 28th DAY OF NOVEMBER, 2023.

NOTARY PUBLIC



01.27.2027
MY COMMISSION EXPIRE

MEASUREMENT FORM

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

APPLICANT: AAZAM ASHOK JIVANI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 4331 PIO NONO AVE.
BUSINESS NAME: 4331 SHELL FOOD MART LLC.

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: John W. Brooks for
F. Charles Brooks, Macon-Bibb County Engineer
Date: 10/18/23

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

4331 Shell Food Mart LLC

#4331 Pio Nono Avenue

6,650' — SCHOOL GROUND property line

Southfield Elementary

6,800' — SCHOOL BUILDING

Southfield Elementary

10,550' — COLLEGE CAMPUS property line

Central Georgia Technical College

26,100' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emory Hwy.

4,550' — PUBLIC LIBRARY or BRANCH building

Bloomfield Library

7,350' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Shakespeare Homes

6,350' — CHURCH (building)

Faith First Church

6,300' — CHURCH GROUNDS

Faith First Church

3,850' — M-B COUNTY RECREATION CENTER property

Bloomfield - Gilead Recreation Center

N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
GAS STATION

OK!

Paul J. Hoinowski
October 17, 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
132736	472881	Print Legal Ad-IPL01416380 - IPL0141638		\$46.36	1	29 L

Attention: 4331 SHELL

4331 SHELL FOOD MART LLC SHELL FOOD MART
4331 PIO NONO AVE
MACON, GA 31206

SHELLMACON4331@GMAIL.COM

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE/PACKAGED TO GO

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 6, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 4331 SHELL FOOD MART LLC/ SHELL FOOD MART, 4331 PIO NONO AVE MACON, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 29, 2023. Aazam
Ashok Jivani, Applicant
IPL0141638
Sep 29, Oct 6 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:

09/29/23, 10/06/23

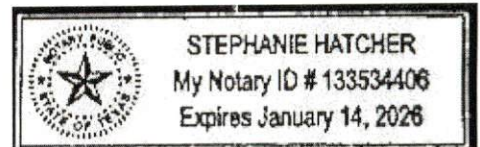
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 6th day of
October 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-2023-1956	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 09/08/2023
ISSUED TO NAME:	AAzam Jivani 4331 Shell Food Mart LLC	
PROPERTY OWNER'S NAME:	ALACRITY HOLDINGS 6 LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional C-store with Fuel Sales and Alcohol PTG	
ADDRESS OF PROPOSED USE:	4319 PIO NONO AVE AKA 4331 PIO NONO AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O104-0167	ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of a C-store business with fuel sales and alcohol packaged to go (per zoning compliance #2019-00021599). No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 09/27/2024

APPROVED BY: Thomas Neaves

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:	4331 SHELL FOOD MART LLC	Control Number:	23133540
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	4331 PIO NONO AVE, MACON, GA, 31206, USA	Date of Formation / Registration Date:	6/16/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **AAZAM ASHOK JIVANI**
Physical Address: **1292 CREST OAK WAY, LAWRENCEVILLE, GA, 30043, USA**
County: **Gwinnett**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

Business:

Trade Name: Shell Food Mart Name of Corporation: 4331 Shell Food Mart LLC

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

Individual:

Name and Title: Aozam A Jivani - President Telephone Number: (678) 449-9622

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

Residential Street Address: 1292 Crest Oak Way Lawrenceville GA 30043

Mailing Address: 4331 Pio Nono Ave Macon GA 31206

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

If publicly traded, General Partner holding _____% of all outstanding general partnership interests.

☐ Limited Partnership (LP)

Individual General Partner holding _____% of all outstanding general partnership interests.

Name and Title: AO 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: 1

Member holdings 100 % of all outstanding membership interests

☐ Privately Held Corp./Company

Corporate Officer: Yes _____ No _____

If publicly traded, Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company

Individual Corporate Officer: Yes _____ No _____

☐ Other

Name and Title: _____
Other person exercising operational authority over the entity: _____



TAX COMMISSIONER'S OFFICE

188 Third Street
Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Aazam Ashok Last Name: Jivani
 Home Address: 1232 Crest Oak Way Lawrenceville GA Zip: 30043
 Home Phone #: 6784499622 Email: shellmacon4331@gmail.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: _____ City: _____ State: _____ Zip: _____

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
- ☐ \$25 money order, cashier check, check or debit/credit (in office) 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.

Applicant's Signature

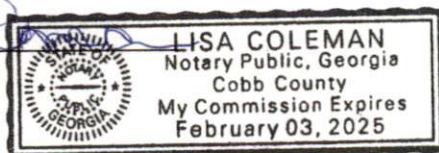
Date

11/8/2023

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

This 8th day of November, 20 23

Lisa Coleman
NOTARY PUBLIC



Feb 3, 2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

AAZAM JIVANI

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-11-03

Serial No.

cert_t9byt54g





Aazam Jivani



AH001132

ALCOHOL HANDLER

EXP: 12/31/2024



TAX COMMISSIONER'S OFFICE
188 Third Street
Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Tashandra Last Name: Washington
 Home Address: 4416 Mumford Rd H³ City: Macon State: Ga. Zip: 31204
 Home Phone #: (478) 738-1475 Email: Shel1 Macon 4331@gmail.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: Same as above City: _____ State: _____ Zip: _____

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
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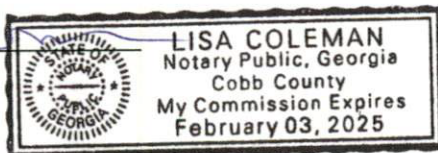
Tashandra C. Wash
 Applicant's Signature

11-08-23
 Date

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

This 8th day of November, 2023

Lisa Coleman
 NOTARY PUBLIC



Feb. 3 2025
 MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

TASHANDRA WASHINGTON

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-11-03

Serial No.

cert_96ncwslz





Tashandra Washington



AH001134

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT made effective the 1st day of July, 2023, by and between **Alacrity Holdings 6, LLC, a Delaware limited liability company** ("Landlord") and **4331 Shell Food Mart, LLC, a Georgia limited liability company** (referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, a portion of the property and improvements located at **4331 Pio Nono Ave, Macon, Georgia 31206** and incorporated herein by reference (the "Premises"), together with the nonexclusive right to use the common areas of the property.

2. Term of Lease. The Term of this Lease shall be for Two (two) year and shall commence on the date hereof, and unless sooner terminated as hereinafter provided, shall expire on June 30th 2025.

3. Rental and Late Fees. Tenant agrees to pay Landlord, via electronic funds transfer (EFT), or at by any other method designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term rent in the amount as follows:

July 1 st 2023 to September 30 th 2023	FREE RENT
October 1 st 2023 to June 30 th 2024	\$15,000.00 a month
July 1 st 2024 to June 30 th 2025	\$18,000.00 a month

3.1 Rental Proration. In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

3.2 Late Fees. Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before three (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Failure for Tenant to pay any Amounts Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months.

4. Utilities and Insurance.

4.1 Utilities. Tenant shall bear and pay all utility bills associated with its use of the

Premises, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may pay same and such payment may be added to the rent next due.

4.2 **Premises Insurance.** Tenant shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire Property, which shall include flood insurance, and on all Landlord owned improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Property, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein.

5. **Use of Premises.** Premises shall be used for **convenience store and fuel** only. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition. Tenant shall not be involved in any illegal activity.

6. **Operation of the Premises.** Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any illegal or improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with inventory normally stocked; (6) comply with all employment of other laws regarding immigration status; and (7) keep the business open at least five days per week, or at other times approved by Landlord.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines. Tenant shall comply with the guidelines, and provide courteous service to customers.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof.

8. **Repairs and Maintenance.** Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises but may do so at any time. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order

and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises. Said policy shall include "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Premises and insurance against loss by fire and other casualty, including all restaurant, kitchen and cooking endorsements customarily with restaurant properties with extended coverage endorsement in amounts not less than the full insurable value of the Premises. In addition, Tenant shall maintain Workers Compensation coverage and all other coverage required by contract, regulation or law. In the event of damage to the Premises, Tenant shall repair the Premises as soon as practicably possible. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises, except as provided herein

9. **Environmental.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises and shall indemnify Landlord.

10. **Rent shall not abate.** If the business is unable to operate for any reason the rental shall not abate. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall not terminate and rental shall not abate and Tenant shall restore building to substantially the same condition as existed before damage as speedily as practicable, to the extent of the availability of the insurance proceeds and the Tenant shall restore all inventory, fixtures and the Premises.

11. **Indemnification of Landlord Against Loss or Claim.**

(a) For and during the Term and any Renewal Term(s) of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant.

(b) *Tenant Liability Insurance.* Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$500,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within five (5) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

(c) Tenant shall maintain worker compensation insurance.

12. **Insurance of the Premises.** Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. Tenant acknowledges that so long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise. Such certificate shall provide that Landlord is an additional insured under the policy and that policies may not be cancelled without 30 days prior written notice to Landlord. Such policies shall

provide for insurance coverage against such risks as are or shall be customarily covered with respect to the restaurant.

13. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

14. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. **Assignment and Subletting.** Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party (by management or otherwise) other than Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent to any assignment or sublease shall not waive any of Landlord's rights under this paragraph or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. Upon any assignment, Tenant shall pay an assignment fee of \$2,000.00 plus the Landlord's attorneys fees. Notwithstanding the foregoing, Tenant at the time of selling its business or subleasing will give Landlord a first right of refusal for ninety (90) from delivery of a true copy of the offer to purchase or sublease, on the same terms and conditions.

16. **Default.** It is mutually agreed that in the event Tenant shall fail to pay rent, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term.

17. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord.

19. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

20. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

21. **Attorney's Fees and Homestead.** If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. **Security Deposit.** As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$0. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

23. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises.

24. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

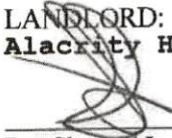
25. **Time of Essence.** Time is of the essence of this agreement.

28. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

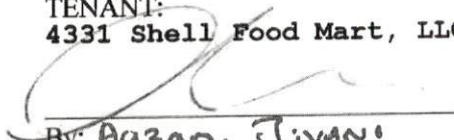
(a) No warranties. Except as expressly set forth in this Agreement, Landlord makes no other representations or warranties concerning the Premises. Tenant acknowledges that it has occupied the Premises and had the opportunity to inspect the Premises, prior to the date hereof, to the extent it deems appropriate and is accepting the Premises in the condition existing as of the Lease Commencement Date "AS IS WHERE IS" without any warranty of merchantability, fitness for particular purpose or any other warranty whatsoever and agrees that Tenant is accepting all risks associated therewith.

WITNESS our hands and seals the 1st day of July, 2023.

LANDLORD:
Alacrity Holdings 6, LLC


By: Shaneel Lalani
Its: Manager

TENANT:
4331 Shell Food Mart, LLC


By: Azan. Jivani
Its: OWNER

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.

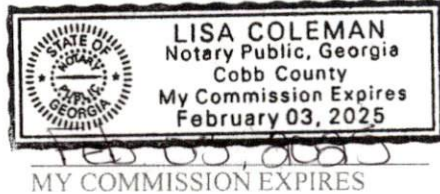
Agent's Signature: Tashandra C. Washington Date: _____

Business Name 4331 Shell Food Mart LLC d/b/a Shell Food Mart

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

This 3rd day of October, 2023.

Lisa Coleman
NOTARY PUBLIC



Owner/Individual Certification

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

Individual/Owner's Signature: _____ Date: _____
(If different from Agent)

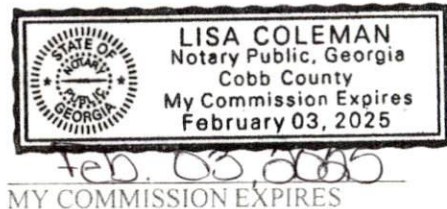
Title: President

Business Name: 4331 Shell Food Mart LLC d/b/a Shell Food Mart

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

This 3rd day of October, 2023.

Lisa Coleman
NOTARY PUBLIC



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: 4331 Shell Food Mart LLC d/b/a Shell Food Mart

Business Address: 4331 Pio Nono Ave Macon GA 31206

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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


Applicant/Agent Signature

10/3/2023
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.

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: Shell Station

Business Address: 4331 Pio Pono Avenue

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.

Hester #7211

Code Enforcement Department Designee

10-30-23

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.

[Signature]
Applicant/Agent Signature

11/22/23
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>.

Aazam A Jivani

Print Name

9/29/2023

Date



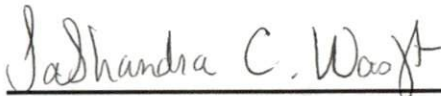
Signature

Applicant Privacy Rights Notification Signature Form

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	Tashandra C. Washington	11-08-23
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: 4331 Shell Food Mart LLC d/b/a Shell Food Mart
 Owner's Name: Aazam A Jivani
 Address: 4331 Pio Nono Av
Macon GA 31206

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

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

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

Name of Business: 4331 Shell Food Mart LLC d/b/a Shell Food Mart

Owner's Name: Aazam A Jivani

Address: 4331 Pio Nono Av

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

Please circle one

Aazam A Jivani

Printed Name of person completing form

Owner's Name: Aazam A Jivani

Address: 4331 Pio Nono Av

City: Macon

State: GA

Zip: 31206

Phone: 478-244-1111

Fax: 478-244-1111

E-mail: azam@shellfoodmart.com

Website: www.shellfoodmart.com

Other: None

Comments: None

Signature: Aazam A Jivani

Date: 9/29/2023

Printed Name: Aazam A Jivani

Signature: Aazam A Jivani

Date: 9/29/2023

Printed Name: Aazam A Jivani

Signature: Aazam A Jivani

Date: 9/29/2023

[Signature]
 Signature of person completing form

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: 4331 Shell Food Mart LLC

Business Address: 4331 Pio Novo Ave, Macon GA

☒ **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

Sashandra C. Washif
Applicant/Agent Signature

11-28-2023
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Aazam A Jivani President
2. Name of the subject of this Certificate, if different from the applicant:
4331 Shell Food Mart LLC d/b/a Shell Food Mart
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Aazam A Jivani 100%

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

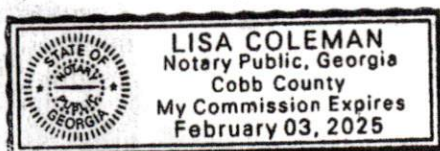
Aazam A Jivani
Print and Sign Name



Sworn to and subscribed before me this
3rd day of October, 2023

Lisa Coleman
Notary Public

My commission expires: Feb. 03, 2025



Agent

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Tashandra C. Washington
2. Name of the subject of this Certificate, if different from the applicant:
4331 Shell Food Mart 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% or 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.

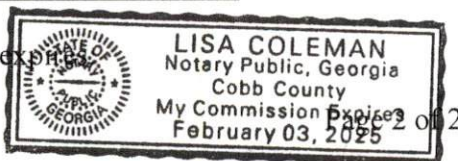
Tashandra C. Washington
Print and Sign Name

Sworn to and subscribed before me this
8th day of November, 2023.

Lisa Coleman

Notary Public

My commission expires



Rev. April 2022
See O-22-0011

Property
Owner

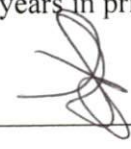
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Shaneel Jalani
2. Name of the subject of this Certificate, if different from the applicant:
4331 Shell Food Mart 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% or 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.

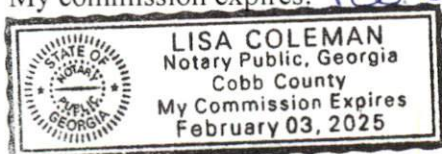
Shaneel Jalani 

Print and Sign Name

Sworn to and subscribed before me this
8th day of November, 2023.

Lisa Coleman
Notary Public

My commission expires: Feb 03, 2025



Page 2 of 2

Rev. April 2022
See O-22-0011



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Tashandra C Washington – Prints Completed: 11.29.2023
 Aazam Ashok Jivani – Printed Completed: 11.29.2023

Business Name: 4331 Shell Food Mart LLC dba Shell Food Mart

Business Address: 4331 Pio Nono Avenue, Macon, GA 31206

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	Sheriff, Macon-Bibb County, Georgia	12/11/2023 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	Mayor, Macon-Bibb County, Georgia	Date
Denied	Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied	Clerk of the Macon-Bibb County Commission, Georgia	Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/14/2020 (Date)  (Initials)

Comments

After review, legal recommends approval.
Taxes paid by property owner.
SDD

Initials



Stephanie Freeman, Administrative Office Specialist

Added to the March 19, 2024 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

2021 LICENSE FEES (Check All That Apply)

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

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**

Federal Tax ID #: 93-1668186 State Tax ID #: 23121360
 Business Name: Pedro Tacos & Tequila Corporate and Trade Name: Pedros Tacos & Tequila o Macon
 Local Business Address: 4040 riverside Dr Macon GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 4040 riverside Dr Macon GA 31210
(P.O. Box Not Allowed) City State Zip
 Local Business Phone #: (478) 320 1759 Email Address: Pedros tequila 2023@gmail.com
 Contact Person: Gus Barragan Contact Phone: [REDACTED]

AGENT

Agent's Name: Gustavo Barragan Agent's Title: member
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 3289 Sandy Cir City: Macon State: GA Zip: 31216
 Home Phone #: (478) 320 1759 Email: Pedros tequila 2023@gmail.com
 Mailing Address: 4040 riverside Dr City: Macon State: GA Zip: 31210

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: Gustavo Barragan Title: Member
 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: PEDROS TACOS & TEQUILA OF MACON LLC
 Business Type: LLC

Address Information

Location Address: 4040 RIVERSIDE DR MACON GA 31210-1805

Alcohol License Information

License Type: Consumption on Premises
 Start Date: 02-07-2024
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Regional Economic Assistance Program: No
 Local Jurisdiction Type: City
 Local Jurisdiction: MACON
 Arrest History: No

Local License / Fees	Fee Amount
Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
Distilled Spirits Consumed on Premises	\$2,900.00
	\$4,400.00

Licensee Information

Licensee Type: Individual
 Licensee Name: BARRAGAN, GUSTAVO

Additional Information

Primary NAICS: 722511

Officers	Officer or Responsible Party
CHAVEZ, RUBEN	Officer
BARRAGAN, GUSTAVO	Both
BARRAGAN, GUSTAVO	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):	Gustavo Garcia Barragan		
Home Address:	3289 Sully Cir Marietta GA 30126		
Sex	Race	Date of Birth	Social Security Number
M	S		



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



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

Signature

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

Rev. 9/2020

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Ruben Chavez		
Home Address:	630 N Dugas Rd Lafayette, LA 70301		
Sex	Race	Date of Birth	Social Security Number
M	white		



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 Ruf

Date 01/20/2024

*****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 _____

Rev. 9/2020

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

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

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

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

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

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

Business Name: _____

Pedros tacos & Tequila

Printed Name of Applicant: _____

Gustavo Barragan

*Signature of Applicant: _____

[Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 16 DAY OF Jan, 2024.

NOTARY PUBLIC

Kathleen Thompson

MY COMMISSION EXPIRES

11/18/2024

KATHLEEN THOMPSON
 NOTARY PUBLIC
 PEACH COUNTY, GEORGIA
 MY COMMISSION EXPIRES
 11/18/2024

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.

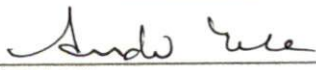
Business Name: Pedros tacos and tequila bar

Printed Name of Applicant: Ruben chavez

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20th DAY OF January, 2024


 NOTARY PUBLIC

Commissioned For Life
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: GUS BARRAGAN
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 4040 RIVERSIDE DR.
BUSINESS NAME: PEDROS TACOS & TEQUILA OF MACON LLC.

To Be Completed by County Engineer

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

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 1-30-2024

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

APPLICATION FOR AFFIDAVIT

DATE: 1.26.24

MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3282

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: _____

BEER ☒

BEER _____

WINE ☒

WINE _____

MIXED DRINKS (Liquor) ☒

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Pedros Tacos & Tequila of Macon LLCLOCATION OF BUSINESS: 4040 Riverside Dr. Macon GA 31201PERSON APPLYING FOR AFFIDAVIT: Gus BarraganTELEPHONE: 478.320.1759~~Pedro Barragan~~Pedrostequila2023@gmail.com

NOTE: A \$150.00 FEE IS REQUIRED ON ALL APPLICATIONS BEFORE WE WILL GO OUT AND MEASURE
SAME. THIS MUST BE IN THE FORM OF: CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER ONLY!
NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED!

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.

Pedros Tacos & Tequila of Macon LLC

#4040 Riverside Drive

29,650' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,200' — MHA housing unit property line

Northside Senior Village

OK!

Paul J. Hornowski

January 29, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
136615	507146	Print Legal Ad-IPL01544100 - IPL0154410		\$46.36	1	29 L

Attention: Pedros Taco

Pedros Taco & Tequila of Macon LLC
4040 Riverside Dr.
Macon, GA 31210

pedrostequila2023@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer, Wine, Liquor/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the January 16, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Pedros Tacos & Tequila of Macon LLC/Pedros Tacos & Tequila, 4040 Riverside Dr. 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 January 9, 2024. Gustavo Barragan, Applicant
IPL0154410
Jan 9, 16 2024

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:

01/09/24, 01/16/24

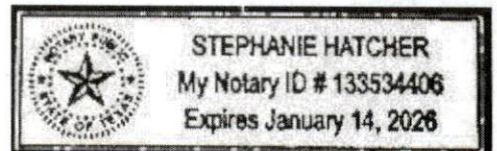
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of January in the year of 2024

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-2024-25	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 01/04/2024
ISSUED TO NAME:	Gustavo Barragan Pedros Tacos and Tequila of Macon LLC	
PROPERTY OWNER'S NAME:	4040 RIVERSIDE LLC C/O MORRIS LAZAR	
PROPOSED USE:	New Business Application Restaurant with alcohol consumed on premises	
ADDRESS OF PROPOSED USE:	4040 RIVERSIDE DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	N041-0033	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol consumed on premises in an existing commercial building. No outside storage, sales or display are authorized with this approval. 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 01/04/2025

APPROVED BY: Thomas Neaves

NOTICE

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

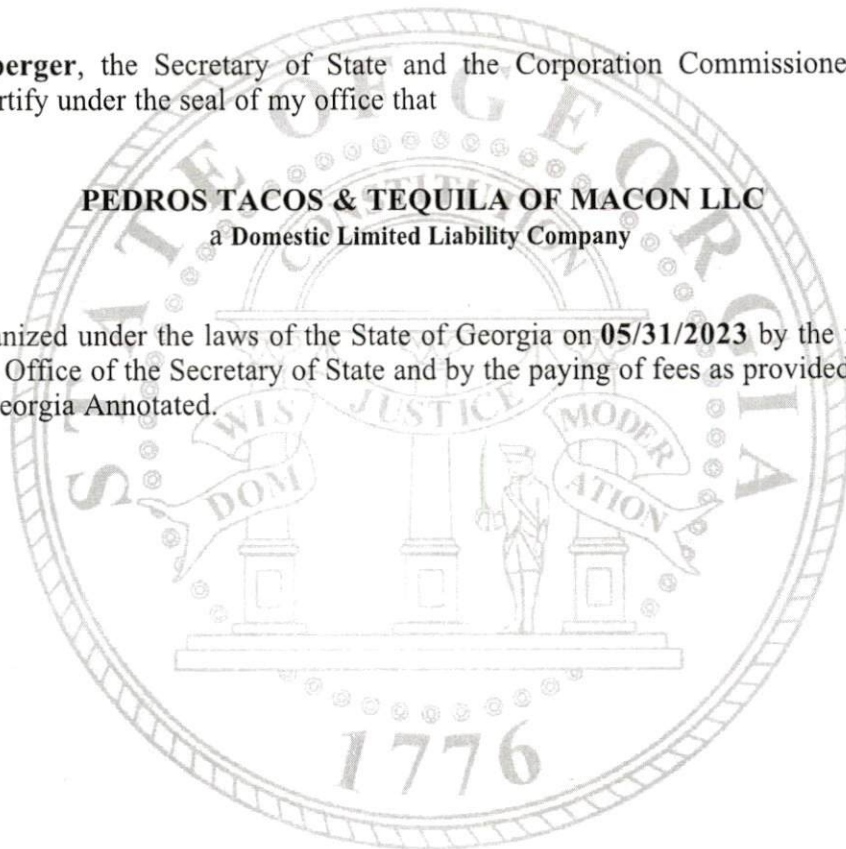
CERTIFICATE OF ORGANIZATION

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

PEDROS TACOS & TEQUILA OF MACON LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/31/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **06/02/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 5/31/2023 12:57:26 PM

BUSINESS INFORMATION

CONTROL NUMBER	23121360
BUSINESS NAME	PEDROS TACOS & TEQUILA OF MACON LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	05/31/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	4040 RIVERSIDE DR, MACON, GA, 31210, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
RUBEN CHAVEZ	3289 SANDY CIR, MACON, GA, 31216, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
GUSTAVO GARCIA BARRAGAN	ORGANIZER	3289 SANDY CIR, MACON, GA, 31216, USA
RUBEN CHAVEZ	ORGANIZER	3289 SANDY CIR, MACON, GA, 31216, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	RUBEN CHAVEZ
AUTHORIZER TITLE	Member

Ownership Disclosure Form

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

Business:

Trade Name: Pedros Tacos & Tequila Name of Corporation: Pedros Tacos & Tequila of Mexico LLC

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

Individual:

Name and Title: Gustavo Burreyer ^{member} Telephone Number: 478 320 1759

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 3289 Sundy Cir Mexico GA 31216

Mailing Address: Same

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

☐ General Partner holding _____% of all outstanding general partnership interests.

☐ Limited Partnership (LP)

☐ General Partner holding _____% of all outstanding general partnership interests.

☐ Limited Partner holding _____% of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)

☐ General Partner holding _____% of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)

☐ General Partner holding _____% of all outstanding general partnership interests.

☐ Limited Partner holding _____% of all outstanding general partnership interests.

☒ Limited Liability Company (LLC)

☐ Managing Member, Total number of Managing Members: 2

☐ Member 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: _____

Ownership Disclosure Form

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

Business: Pedros Tacos & Tequila
Trade Name: Pedros Tacos **Name of Corporation:** Pedros Tacos & Tequila of Macon

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

Individual: member
Name and Title: Ruben Chavez **Telephone Number:** (850) 554 5233

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

Residential Street Address: 630 north dugas rd La Fayette La
Mailing Address: 630 north dugas rd la Fayette Louisiana
70507

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: _____



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: Gustavo Barragan Last Name: Barragan
Home Address: 3289 Sandy Cir City: Macon State: GA Zip: 31216
Home Phone #: (478) 320 1759 Email: Pedros.tequila2023@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 4040 riverside Dr City: Macon State: GA Zip: 31210

- ☒ 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.

Applicant's Signature

Date

I hereby certify that Gustavo Barragan 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 16 day of Jan, 2024

Kathleen Thompson
NOTARY PUBLIC

11/18/2024
MY COMMISSION EXPIRES

KATHLEEN THOMPSON
NOTARY PUBLIC
PEACH COUNTY, GEORGIA
MY COMMISSION EXPIRES
11/18/2024

Rev. 7/2021



ALCOHOL
PERMIT COURSE

% COMPLETE

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Download



Gustavo Barragan



AH001248

ALCOHOL HANDLER

EXP: 12/31/2024



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: Ruben Last Name: chavez
Home Address: 630 N Dugas Rd City: Lafayette State: LA Zip: 70507
Home Phone #: 850 - 554 5233 Email: elpasa2014@hotmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: Same City: _____ State: _____ Zip: _____

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
- ☐ \$25 money order, cashier check, check or debit/credit (in office) 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

January 20th, 2024
Date

I hereby certify that Ruben Chavez 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 20th day of January, 2024

[Signature]
NOTARY PUBLIC



Commissioned For Life
MY COMMISSION EXPIRES



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Ruben Chavez

is awarded this certificate for

TIPS Georgia Off-Premise and Alcohol Delivery Training



Hours
3.00



Completion Date
11/30/2023



Expiration Date
11/29/2025



Certificate #
GA-OFF-000030380849

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



(CUT HERE)



(CUT HERE)



GA Off-Premise & Delivery

CERTIFIED

Issued: 11/30/2023

Expires: 11/29/2025

Certificate #: GA-OFF-000030380849

Ruben Chavez
630 n dugas rd
Lafayette

LA 70507



A 360TRAINING COMPANY

Phone: 800-438-8477

www.gettips.com

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

Signature _____



Ruben Chavez



AH001227

ALCOHOL HANDLER

EXP: 12/31/2024

LANDLORD CONSENT

4040 RIVERSIDE LLC, a Georgia limited liability company ("**Landlord**"), hereby consents to the subletting by **CHEDDARS CASUAL CAFÉ, INC.**, a Delaware corporation ("**Sublandlord**") and **PEDROS TACOS & TEQUILA OF MACON LLC**, a Georgia limited liability company, doing business as "Pedro's Tacos & Tequila Bar" ("**Subtenant**"), pursuant to a certain Sublease dated June 30, 2023 (the "**Sublease**"), a copy of which is annexed hereto as Exhibit "A", of certain premises (the "**Subleased Premises**"), as more particularly described in the Sublease, which Subleased Premises is the entire Premises (the "**Premises**") presently leased and demised by Landlord to Tenant pursuant to a certain Lease dated March 14, 2016 (the "**Master Lease**"). Such consent is subject to, and in reliance upon, the representations, warranties, covenants, terms and conditions contained herein. All capitalized terms contained herein shall have the meaning ascribed to them in the Master Lease unless otherwise indicated herein.

1. Sublease Subordinate to Lease. The Sublease shall be subject and subordinate at all times to the Master Lease and to all of the provisions, covenants, agreements, terms and conditions of the Master Lease and this Consent, and Subtenant shall not do or permit anything to be done in connection with its use and occupancy of the Sublease Space which would violate any of the provisions, covenants, agreements, terms and conditions contained in the Master Lease. Any breach or violation of any provision of the Master Lease or of this Consent by Subtenant shall be deemed to be and shall constitute a default by Tenant in fulfilling such provision of the Master Lease.

2. No Amendment of Sublease, Waiver. Tenant and Subtenant agree that they shall not change, modify, or amend the Sublease without first obtaining Landlord's prior written consent thereto. Neither this Consent, the Sublease, the Master Lease, nor any acceptance of rent or other consideration from Subtenant by Landlord or agent of Landlord shall operate to (i) waive, modify, impair, release or in any manner affect the liability of Tenant under the Master Lease, (ii) waive any breach or violation of any provision of the Master Lease or any rights of Landlord against any person, firm, association, corporation or other entity liable or responsible for the performance of any of the provisions, covenants, agreements, terms or conditions contained in the Master Lease, or (iii) enlarge or increase the obligations of Landlord or rights of Tenant or diminish the obligations of Tenant under the Master Lease or otherwise; and all provisions, covenants, agreements, terms and conditions of the Master Lease are hereby declared by Tenant to be in full force and effect. No assignment of the Master Lease or Sublease or further subletting of all or any part of the Sublease Space shall be made by Tenant or Subtenant without the prior written approval of Landlord pursuant to, and in accordance with, the provisions of the Master Lease.

3. Ratification of Sublease. Nothing contained herein shall be construed as a consent to, or approval of, or ratification by Landlord of any of the particular provisions of the Sublease (except as may be expressly provided herein) or as a representation or warranty by Landlord. Landlord has not, and shall not, review any of the provisions of the Sublease and shall not be bound or estopped in any way by the provisions of the Sublease. Tenant and Subtenant acknowledge that Landlord is consenting to the Sublease as an accommodation to Tenant and Subtenant, and that consent by Landlord herein is strictly limited to a subletting by Tenant to Subtenant. By executing and delivering this Consent, Landlord shall not be deemed to have modified or waived any of the obligations of Tenant under the Master Lease.

4. Remedies for Default. In the event of any default by Tenant or Subtenant in the full performance and observance of any of their respective obligations hereunder or in the event any representation or warranty of Tenant or Subtenant made herein shall prove to be false or misleading in any material respect, such event may, at the option of Landlord, be deemed a default under the Master Lease, and Landlord shall have the right to pursue all of the rights, powers and remedies provided for in the Master Lease, at law, in equity, by statute or otherwise with respect to such default.

5. Use. The Subleased Premises and each part thereof shall be used by Subtenant strictly in accordance with the provisions of the Sublease and for no other purpose.

6. Conflict. If there shall be any conflict or inconsistency between the terms, covenants and conditions of this Consent or the Master Lease and the terms, covenants and conditions of the Sublease, then the terms, covenants and conditions of this Consent or the Master Lease, as the case may be, shall prevail. In the event that there shall be any conflict or inconsistency between this Consent and the Master Lease, such conflict or inconsistency shall be

determined in favor of Landlord.

7. Notices. Any bills, statements, notices, demands, requests, consents or other communications given or required to be given under this Consent shall be effective only if rendered or given in writing and (i) delivered personally (against a signed receipt), (ii) sent by mail (registered or certified, return receipt requested), or (iii) sent by a nationally recognized overnight courier; delivered to the respective party at the address hereinabove set forth or at such other address for such purpose by notice in accordance with the provisions hereof; or, if addressed to Subtenant, at the Premises. Any such bills, statements, notices, demands, requests, consents or other communications shall be deemed to have been rendered or given (x) on the date delivered, if delivered personally, or (y) three (3) business days after the date mailed, if mailed, or (z) on the first (1st) business day after the date sent by a nationally recognized overnight courier, if sent by a nationally recognized overnight courier.

8. Entire Agreement. This Consent contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or amended except by written instrument signed by the parties sought to be bound. Tenant and Subtenant each acknowledges and represents that, other than this Consent, the Master Lease and the Sublease, there are no other agreements, oral or otherwise, or representations or warranties of any kind or nature referring or relating to, or in connection with, the Master Lease and the Sublease or the use and occupancy of the Premises or the Sublease Premises.

9. Governing Law. This Consent shall for all purposes be construed in accordance with, and governed by, the laws of the State of Georgia.

10. Miscellaneous.

(A) Each right and remedy of Landlord provided for in this Consent or in the Master Lease shall be cumulative and shall be in addition to every other right and remedy provided for herein and therein or now or hereafter existing at law, in equity, by statute or otherwise, and the exercise by Landlord of any one or more of the rights or remedies so provided for or existing shall not preclude the simultaneous or subsequent exercise by Landlord of any or all other rights or remedies so provided for or so existing.

(B) This Consent may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

(C) Landlord, Tenant and Subtenant each represents and warrants to the other that each has full right, power and authority to enter into this Consent and that the person or persons executing this Consent on behalf of Landlord, Tenant or Subtenant, as the case may be, are duly authorized to do so.

(D) It is expressly understood and agreed that this Consent shall not create or constitute, nor shall it be deemed to create or constitute, any landlord-tenant relationship, or occupancy or license agreement between Landlord and Subtenant.

(E) This Consent is offered for signature by Tenant and Subtenant and it is understood that this Consent shall not be binding upon Landlord unless and until (i) a fully executed counterpart of the Sublease shall be delivered to Landlord by both Tenant and Subtenant, and (ii) Landlord shall have executed and delivered a copy of this Consent to both Tenant and Subtenant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord, Tenant and Subtenant have respectively executed this Consent as of the 30th day of June, 2023.

LANDLORD:

4040 RIVERSIDE LLC,
a Georgia limited liability company

By: 
Name: Morris Lazar
Title: President

TENANT:

CHEDDARS CASUAL CAFÉ, INC.,
a Delaware corporation

By: Laureen Sustachek
Name: Laureen Sustachek
Title: VP, Facilities & Asset Management

Approved for signature
by Lyndon Carter on 6/20/23

SUBTENANT:

PEDROS TACOS & TEQUILA OF MACON LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Landlord, Tenant and Subtenant have respectively executed this Consent as of
the ____ day of _____, 202__.

LANDLORD:

4040 RIVERSIDE LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CHEDDARS CASUAL CAFÉ, INC.,
a Delaware corporation

By: Laureen Sustachek
Name: Laureen Sustachek
Title: VP, Facilities & Asset Management

Approved for signature
by Lyndon Carter on 6/20/23

SUBTENANT:

PEDROS TACOS & TEQUILA OF MACON LLC,
a Georgia limited liability company

By: Ruben Chavez
Name: Ruben Chavez
Title: Manager

Jun 22, 2023

By: Gus Barragan
Name: Gus Barragan
Title: Member

Jun 21, 2023

SUBLEASE

**PEDRO'S TACOS AND TEQUILA BAR (FORMERLY Cheddar's #2185) –
4040 RIVERSIDE DRIVE
MACON, GEORGIA**

THIS SUBLEASE ("Sublease") is entered into as of _____, 2023 ("Effective Date") between **CHEDDARS CASUAL CAFÉ, INC.**, a Delaware corporation ("Sublandlord") and **PEDROS TACOS & TEQUILA OF MACON LLC**, a _____ Georgia limited liability company ("Subtenant").

RECITALS

A. In accordance with the terms of that certain Lease dated March 14, 2016 (the "Master Lease"), between 4040 Riverside LLC, a Georgia limited liability company ("Landlord"), as landlord, and Sublandlord, successor-by-assignment from C & P Restaurant Company LLC, as tenant, Sublandlord leases from Landlord that certain real property located at 4040 Riverside Drive, Macon, Bibb County, Georgia, as more fully described in the Master Lease (the "Leased Premises"). The Leased Premises are further described in the Master Lease, a copy of which with certain financial terms redacted is attached hereto as **Exhibit A** and is incorporated herein by this reference.

B. Subtenant wishes to sublease the entire Leased Premises from Sublandlord upon the terms set forth below.

AGREEMENT

1. Demise. In accordance with this Sublease, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Leased Premises (the "Subleased Premises"), subject to the Master Lease.

2. Term. The term of this Sublease will commence upon the Effective Date and shall expire on the earlier to occur of (a) March 31, 2031 or (b) the termination of the Master Lease ("Term"), unless sooner terminated in accordance with this Sublease. Upon the expiration or earlier termination of the Term, Subtenant shall surrender possession of the Subleased Premises in accordance with and subject to Section 10.510.6 below. Unless otherwise agreed to in writing, if Subtenant or any assignee, sublessee or licensee of Subtenant fails to fully vacate the Subleased Premises upon the expiration or earlier termination of this Sublease, then the terms of Section 13 below shall apply. The foregoing is not intended to grant to Subtenant any right to remain in possession of the Subleased Premises beyond the expiration or earlier termination of this Sublease.

3. Incorporation of Master Lease Terms. The Master Lease is incorporated herein by reference so that, except to the extent that certain provisions of the Master Lease are inapplicable or modified by this Sublease, or excluded below, each and every term, covenant and condition of the Master Lease binding or inuring to the benefit of Landlord will, in respect of the Sublease, bind or inure to the benefit of Sublandlord, and each and every term, covenant and condition of the Master Lease binding or inuring to the benefit of the tenant thereunder will, in respect to the Sublease, bind or inure to the benefit of Subtenant, with respect to the Subleased Premises, with the same force and effect as if such terms, covenants and conditions were completely set forth in this Sublease, and as if the word "Landlord(s)" and "Tenant(s)", or words of similar import, wherever the same appear in the Master Lease, were construed to mean, respectively "Sublandlord" and "Subtenant" in this Sublease. This Sublease is subject and subordinate to the Master Lease and to the matters to which the Master Lease is or shall be subject and subordinate. The subordination of this Sublease to the Master Lease shall be self-operative and no further instrument of subordination shall be required to effectuate the same. If any of the express provisions of this Sublease conflict with any of the provisions of the Master Lease, the conflict will be resolved in every instance in favor of the express provisions of this Sublease; provided, however, Subtenant will not have the right to exercise any renewal options, expansion options, rights of first offer or similar rights set forth in the Master Lease. Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Master Lease.

Notwithstanding anything in the Master Lease to the contrary, Subtenant shall have no right to exercise any options to extend or renew the Master Lease, or otherwise exercise any option or right of Sublandlord, as Tenant under the Master Lease, on Sublandlord's behalf.

4. Rent.

4.1. Base Rent. Commencing on the Rent Commencement Date (defined below), Subtenant shall pay annual base rent ("Rent") to Sublandlord in the amount of \$123,755.50, which Rent shall be payable in equal monthly installments during the first Sublease Year. On the first day of the second Sublease Year, and on the first day of each Sublease Year thereafter, the Rent shall increase at the rate of two percent (2%) over the amount due during the previous Lease Year, as more particularly set forth on Exhibit B attached hereto. All Rent is due in advance on the first day of the month and Subtenant will make all payments to Sublandlord at the address set forth in this Section 4 or to such other place as Sublandlord may designate in writing. If the Rent Commencement Date is other than the first day of a calendar month, the Rent for the first partial month shall be prorated and shall be paid to Sublandlord on the first day of the following calendar month. The mailing address for Rent payments is:

c/o Darden Restaurants, Inc.
attention: Lease Accounting (CSK #2185)
P.O. Box 936966
Atlanta, GA 31193-6966

Subtenant shall be responsible for payment of all sales taxes levied on the Rent and shall deliver the same to Sublandlord simultaneous with any monthly installment of Rent.

As used in this Sublease, the term "Rent Commencement Date" shall mean the date that is the earlier of (a) one hundred eighty (180) days after the Effective Delivery Date, and (b) the date on which Subtenant opens the Subleased Premises for business to the public. The term "Sublease Year" shall mean each twelve (12) full calendar month period following the Rent Commencement Date. For the avoidance of doubt, if the Rent Commencement Date shall occur on a day other than the first day of a calendar month, then the first Sublease Year shall include the partial month following the Rent Commencement Date, and shall expire on the last day of the twelfth (12th) full calendar month thereafter.

4.2. Security Deposit. Upon Subtenant's execution and delivery of this Sublease, Subtenant shall simultaneously deliver herewith the sum of Ten Thousand Three Hundred Twelve and 96/100 Dollars (\$10,312.96), which shall be held by Sublandlord as a security deposit (the "Deposit"). The prepaid Deposit shall be delivered to Sublandlord in immediately available federal funds of the United States via wire transfer. Sublandlord shall retain the Deposit as security for the faithful execution and performance of all covenants, conditions and agreements of this Sublease. Sublandlord may, at its option, apply the Deposit to remedy defaults in the payment of any Rent or other charge hereunder, if any. The Deposit, if not applied toward the payment of Rent is arrears or toward the payment of damages suffered by Sublandlord by reason of Subtenant's breach of the covenants, conditions and agreements of this Sublease, is to be returned to Subtenant without interest, except as provided by law, when this Sublease expires or is terminated according to its terms, but in no event is such Deposit to be returned until Subtenant has vacated the Subleased Premises and delivered possession to Sublandlord. If Sublandlord (or Landlord) retakes possession of the Subleased Premises, whether by special legal proceeding or re-entry or otherwise, because of Subtenant's default or failure to carry out the covenants, conditions and agreements of this Sublease, Sublandlord may apply the Deposit against such damages as may be suffered or shall accrue thereafter by reason of Subtenant's default or breach. Sublandlord shall not be obligated to keep the Deposit as a separate fund but may commingle the Deposit with its own funds. If Sublandlord applies the Deposit in whole or part, Subtenant shall upon demand by Sublandlord, deposit sufficient funds to maintain the Deposit in the initial amount.

4.3. Prepaid Rent. In addition to the Deposit, upon Subtenant's execution and delivery of this Sublease, Subtenant shall simultaneously deliver to Sublandlord the sum of Ten Thousand Three Hundred Twelve and 96/100 and Dollars (\$10,312.96) (the "Prepaid Rent"). The Prepaid Rent shall be delivered to Sublandlord in immediately available federal funds of the United States via wire transfer and applied to the first installment of Rent due under this Sublease following the Rent Commencement Date.

Subtenant shall remain solely liable for the payment of any and all sales taxes due and payable on all Rent, including the Prepaid Rent, and shall pay the same timely and prior to delinquency. Once the Prepaid Rent has been fully amortized, Subtenant shall commence payment of Rent as provided in Section 4.1 above. All Prepaid Rent shall be non-refundable and considered fully earned by Sublandlord.

4.4. **Additional Rent.** Subtenant shall pay any and all sums due or that may ~~come due~~ be assessed under the Master Lease during the Term, including without limitation, "Impositions" described in Article Four of the Master Lease. Subtenant shall pay the ad valorem real property taxes and general assessments imposed by a governmental entity having taxing jurisdiction over the Subleased Premises ("**Taxes**") that are assessed during the Term prior to delinquency; Subtenant shall receive the tax bills directly from, and pay such Taxes directly to, the taxing authority; provided however, during the first Sublease Year, Sublandlord shall pay the Taxes on the Subleased Premises directly to the taxing authority, and Subtenant shall reimburse Sublandlord for the Taxes accrued for such tax year following the Commencement Date within thirty (30) days following Sublandlord written demand therefore. Subtenant shall not be obligated to pay Taxes that are assessed (and become due) outside of the Term. The obligations of the parties set forth in this Section 4.4 shall survive the expiration or earlier termination of this Sublease.

5. **Master Lease Performance.** Any obligations of Sublandlord which are contained in this Sublease (including, without limitation, by the incorporation by reference of the provisions of the Master Lease) will be observed or performed by Sublandlord using commercially reasonable efforts to cause the Landlord to observe and perform the same (which obligations include, without limitation, services to be provided by Landlord and restoration of damaged property), and Sublandlord will diligently enforce its rights to cause such observance and performance. Subtenant will not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's right with respect thereto under the Master Lease. Any obligations of Subtenant which are contained in this Sublease (including, without limitation, by the incorporation by reference of the provisions of the Master Lease) will be observed or performed by Subtenant. Subtenant acknowledges that it has read the Master Lease (as redacted) and is fully familiar with the terms and conditions thereof.

6. **No Breach of Master Lease.** Subtenant will not do any act which may constitute a breach or violation of any term, covenant or condition of the Master Lease by the tenant thereunder, whether or not such act is permitted under the provisions of this Sublease. Sublandlord will not do or permit to be done any act which may constitute a breach or violation of any term, covenant or condition of the Master Lease.

7. **No Privity of Estate.** Nothing contained in this Sublease will be construed to create privity of estate or contract between Subtenant and Landlord.

8. **Releases.** Subtenant hereby releases the Landlord or anyone claiming through or under the Landlord by way of subrogation or otherwise to the extent that Sublandlord, as tenant, released the Landlord pursuant to the terms of the Master Lease, and the Landlord was relieved of liability or responsibility pursuant to the provisions of the Master Lease, and Subtenant will cause its insurance carriers to include any clauses or endorsements in favor of the Landlord which Sublandlord is required to provide pursuant to the provisions of the Master Lease with respect to the Subleased Premises.

9. **Use.**

9.1. **Permitted Use.** Subtenant will use and occupy the Subleased Premises solely for the operation of a full-service casual dining Mexican restaurant and bar under the trade name "Pedros Tacos and Tequila Bar" (the "**Permitted Use**") and for no other purpose without prior written approval from the Sublandlord, which approval may be withheld by Sublandlord in its sole discretion.

9.2. **Licenses and Permits.** Prior to Subtenant's commencement of business operations from the Subleased Premises, Subtenant shall obtain all required licenses and permits necessary for the operation of the Subleased Premises in accordance with the Permitted Use, including without limitation any liquor licenses and permits. Subtenant shall deliver copies of such licenses and permits to Sublandlord prior to commencement of operations from the Subleased Premises.

9.3. **Continuous Operation.** Notwithstanding anything in the Master Lease to the contrary, Subtenant shall be required to open and to continuously operate in the Subleased Premises during the Term, and shall not violate any use restrictions against the Subleased Premises.

10. **Condition of Subleased Premises.**

10.1. **Delivery; Delivery Condition.** Sublandlord shall deliver vacant, exclusive possession of the Subleased Premises to Subtenant in the Delivery Condition (defined below) within one (1) business day following Subtenant's delivery of (a) the Deposit, (b) the Prepaid Rent, and (c) evidence of the issuance of an insurance policy required to be carried under this Sublease (hereinafter, the "**Delivery Date**"). As used herein, the term "**Delivery Condition**" shall mean that with the exception of the "**Sublandlord Work**" set forth on **Schedule 10.1** attached hereto, the Subleased Premises shall be accepted in an "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Additionally, during the period commencing on the Delivery Date and ending on the ninetieth (90th) day following the Rent Commencement Date, Sublandlord shall perform all repairs necessary for the operation

of the HVAC system, the electrical and plumbing improvements and fixtures, the coolers, hoods and ice machine compressor in the normal course of business.

10.2. Subtenant Improvements. Within sixty (60) days following the Effective Date subtenant shall submit to Sublandlord for Sublandlord and Landlord's review and approval, Subtenant's detailed plans and specifications for all improvements to be constructed in the Subleased Premises. All approved improvements shall be constructed at Subtenant's sole cost and expense in accordance with the approved plans and specifications and applicable laws (the "Improvements"). Subtenant shall be solely responsible for managing the design, permitting and construction process for the Improvements, as well as coordinating review and approval of all necessary documents and construction scheduling with Landlord and Sublandlord. Subtenant's architect and general contractor shall be approved by Sublandlord in its reasonable discretion, such approval not to be unreasonably conditioned, withheld or delayed. Subtenant shall promptly pay all contractors, laborers and suppliers for the Improvements, and Subtenant shall keep the Subleased Premises free and clear of all liens and encumbrances, including without limitation any materialmen's liens. Upon request, Subtenant shall provide Sublandlord with proof of payment for all work performed within and to the Subleased Premises and lien waivers from contractors, suppliers and laborers. Subtenant represents and warrants that any and all Improvements to the Subleased Premises shall be constructed in a good and workman-like manner and shall comply with the plans and specifications therefore approved by Sublandlord and Landlord. All requests for alterations to the Subleased Premises shall be accompanied by plans and specifications in form and substance as are required by applicable governmental permitting authorities. All work shall be performed by licensed contractors and insured and trade persons and in compliance with the terms of the Master Lease. Landlord's consent to the plans and specifications for the Improvements, as well as to the identity of Subtenant's architect and contractor, will be withheld or granted in accordance with the terms of the Master Lease.

10.3. Utilities. Within the first thirty (30) days following the Delivery Date, Subtenant shall transfer the utilities into their name and promptly pay when due all charges for water, sewer, electricity, gas, fuel, heat and power and other utilities supplied to the Subleased Premises including, without limitation, all deposits, impact fees and upgraded service required by utility companies. Subtenant shall be solely responsible for the payment of any deposits, impact fees or service upgrades required by any utility service provider.

10.4. Maintenance; HVAC. Except as provided herein to the contrary, Subtenant shall keep the Subleased Premises in good condition and repair and shall be solely responsible for all repairs and maintenance to the Subleased Premises, all buildings and improvements situated thereon and Subtenant's improvements at Subtenant's sole cost and expense. Subtenant shall enter into and maintain in full force and effect, at its cost, through the Term an HVAC service contract for regular service and maintenance on at least a quarterly basis. Such maintenance shall include, but not be limited to, professional cleaning of all kitchen hoods, ventilation equipment and fire suppression systems.

10.5. Sublandlord Contribution. Sublandlord agrees to reimburse Subtenant up to Five Thousand Dollars (\$5,000.00) (the "Sublandlord Contribution") for the cost repairs to the roof of the building situated on the Subleased Premises (hereinafter, the "Building") performed during the first twelve (12) months of the Term. Within thirty (30) days after the later to occur of Subtenant's (i) completion of such roof repairs, (ii) payment to Sublandlord of the first monthly installment of Rent due under this Sublease or (iii) delivery to Landlord of the Contribution Notice (as defined below), Sublandlord shall pay Sublandlord's Contribution to Subtenant. Sublandlord's Contribution shall be Sublandlord's total and complete financial obligation with regard to repairs to the roof of the Building, and any and all costs in excess thereof shall be borne by Subtenant from and against which Subtenant shall hold Sublandlord harmless. Upon Subtenant's completion of any necessary roof repairs during the first twelve (12) months of the Term and Subtenant's opening of the Subleased Premises for business to the public, Subtenant shall deliver written notice thereof to Sublandlord, which notice shall include: (a) a demand for payment of Sublandlord's Contribution; (b) copies of final lien waivers from all persons performing or supplying materials for the repairs to the roof to be funded by Sublandlord's Contribution, fully executed, acknowledged and in recordable form (collectively, the "Contribution Notice"). Subject to the satisfaction of all of the foregoing conditions, Sublandlord's Contribution shall be paid by Sublandlord to Subtenant, in full, within thirty (30) days after the later of the dates specified above (the "Contribution Deadline")

10.6. 10.5. Surrender. Upon expiration of the Term or the earlier termination of this Sublease, Subtenant shall peacefully and quietly surrender possession of the Subleased Premises to the Sublandlord in a good, broom swept condition, reasonable wear and tear excepted and in the condition otherwise required by the Master Lease. Subtenant shall remove all interior and exterior building signage, trademarks and trade dress, as well as all personal property, inventory, furniture and equipment from the Subleased Premises and shall repair any damage

occasioned by such removal; provided however, Subtenant shall not remove any utility lines, electrical wiring, fixtures or any portion of the HVAC system.

11. Consent and Approvals. Sublandlord will reasonably cooperate to seek Landlord's consent to any matter under the Master Lease as may be reasonably requested by Subtenant. Whenever the terms and conditions of the Master Lease require the consent of Landlord, it shall be construed to require the consent of both Landlord and Sublandlord.

12. Notices. Any notice, report, statement, consent, designation, demand or request to be given under this Sublease must be in writing and sent by United States certified mail, return receipt requested, postage prepaid or by a recognized overnight courier service for next day delivery and addressed to the parties at their respective addresses set forth below. Notices sent in compliance with this section shall be effective three (3) business days after deposited in the mail, if mailed or one (1) business day after deposited with a recognized overnight courier service. Either party may change the address for notice and the addressee to whom notices are sent by giving the other party ten (10) days advance written notice of the change of address or addressee.

Sublandlord: Cheddars Casual Café, Inc.
c/o Darden Restaurants, Inc.
Attn: Property Law Administration
1000 Darden Center Drive
Orlando, FL 32837

With copy to: Cheddars Casual Café, Inc.
c/o Darden Restaurants, Inc.
Attn: General Counsel
1000 Darden Center Drive
Orlando, FL 32837

Subtenant: H PEDROS TACOS & TEQUILA OF MACON LLC
Attn: Ruben Chavez, Managing Member

4040 Riverside Drive
Macon, GA 31210

With copy to: _____

Sublandlord will promptly give written notice to Subtenant of (a) all claims, demands or controversies by or with the Landlord, and (b) any events which require that Sublandlord give notice to Landlord under the Master Lease, which would materially affect Subtenant's rights or obligations under this Sublease.

13. Termination. If for any reason the Master Lease terminates prior to the expiration of the Sublease Term, this Sublease will thereupon also terminate and Sublandlord will have no liability whatsoever to Subtenant by reason thereof (unless the termination occurred as a result of Sublandlord's default or breach under the Master Lease). In the event Subtenant shall hold the Subleased Premises after the expiration of the Term without the express written consent of the Sublandlord, such holding shall be deemed to have created a tenancy from month to month terminable on thirty (30) days written notice by either party to the other, upon a monthly rental basis, and otherwise subject to all terms and provisions of this Sublease except such monthly rental shall be two hundred percent (200%) of the total monthly rental payable by Subtenant to Sublandlord during the last month period of the Term, including but not limited to, Rent and all other additional charges provided by this Sublease. Subtenant shall indemnify, defend and hold harmless Landlord from and against any claims, losses, costs, damages and expenses, consequential or otherwise, resulting from Subtenant's failure to surrender the possession of the Subleased Premises on or prior to the expiration or earlier termination of the Master Lease. Subtenant expressly waives for itself and for any person claiming through or under Subtenant all rights now or hereafter existing to redeem the Subleased Premises after

termination of Subtenant's right of occupancy by notice of termination by Sublandlord pursuant to this Sublease or the Master Lease (if applicable) or by order or judgment of any court or by any legal process or writ.

14. Assignment and Subletting. Subtenant may not sublet the Subleased Premises or any part thereof or assign this Sublease or otherwise encumber or dispose of its interest therein without Sublandlord's prior written consent. Subtenant shall submit any request for assignment or sublease simultaneously to Landlord and Sublandlord and shall comply with all terms and conditions of Article Six of the Master Lease (including, without limitation, payment of any assignment profit or sublease profit (as the case may be) required thereunder. Any request for consent to an assignment or sub-sublease shall be subject to any right of Landlord to recapture under the Master Lease. Landlord shall be reimbursed for any costs incurred in connection with any such proposed sub-sublease or assignment in accordance with the terms of the Master Lease.

15. Insurance. Subtenant shall, throughout the Term of this Sublease, maintain for the Subleased Premises the insurance coverage required of Sublandlord under the Master Lease. Such insurance shall, in addition to complying with the requirements of the Master Lease, name Sublandlord as an additional insured under the same policies that Subtenant is required to name Landlord as an additional insured. Sublandlord shall deliver proof of the insurance required to be carried under this Sublease within three (3) business days following the Effective Date.

16. Default. The default provisions set forth in the Master Lease are incorporated herein by reference, provided that if Subtenant fails to pay any Rent by the due date, then such failure shall not be considered an Event of Default unless Subtenant fails to cure such non-payment of Rent within five (5) days after the date of its receipt of written notice thereof from Sublandlord; provided, however, the foregoing notice requirement (and cure opportunity) shall not apply (and such failure shall be considered an Event of Default on the sixth (6th) day after the due date for the subject Rent payment) if, during the then current Sublease Year, Subtenant failed to pay any other installment of Rent by the due date on two (2) or more occasions.

17. Brokerage. Each party represents and warrants to the other that no broker or other person had any part, or was instrumental in any way, in bringing about this Sublease, other than Leo Greco of Excess Space, representing Sublandlord, and Coldwell Banker Commercial Eberhardt & Barry, Inc. and Stephanie Folsom representing Subtenant (collectively, the "**Brokers**"). Sublandlord shall be responsible for all payments due to the Brokers in connection with this Sublease pursuant to a separate written agreement. Each party agrees to indemnify, defend and hold harmless the other party from and against any claims made by any broker or other person (other than the Brokers) for a brokerage commission, finder's fee or similar compensation by reason of or in connection with this Sublease, and any loss, liability, damage, cost and expense (including, without limitation, reasonable attorney's fees) which may be incurred in connection with such claims if such other broker or other person (other than the Brokers) claims to have had dealings with such party.

18. Jury Trial Waiver. Each party hereby waives all right to trial by jury in any action, proceeding or counterclaim arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, the Subleased Premises and the use and occupancy thereof, and any claim of injury or damages.

19. Amendments. This Sublease cannot be changed orally or in any manner other than by a written agreement signed by both parties. Sublandlord will not amend the Master Lease without Subtenant's prior written consent.

20. Successors and Assigns. The provisions of this Sublease, except as otherwise specifically provided, will extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

21. Interpretation. This Sublease will be governed by and construed in accordance with the laws of the state in which the Subleased Premises are located. If any provision of this Sublease or application thereof to any person or circumstance will, for any reason and to any extent, be invalid or unenforceable, the remainder of the Sublease and the application of that provision to other persons or circumstances will not be affected but rather will be enforced to the extent permitted by law. The captions and headings are solely for convenience of reference and will be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. This Sublease is the entire agreement between the parties with respect to the Subleased Premises and the transaction contemplated in this Sublease and incorporates all of their prior agreements, written or oral.

22. Authority. Each party represents and warrants that the undersigned has the full right, power and authority to sign this Sublease on behalf of the party indicated.

23. Quiet Enjoyment. Sublandlord warrants that, upon payment of the Rent and performance of all obligations, covenants and agreements of this Sublease, Subtenant will peaceably and quietly have, hold and enjoy the Subleased Premises during the Term from and against Sublessor and anyone claiming by, through, or under Sublessor, subject however to the provisions of this Sublease and the Master Lease.

24. Indemnification. Subtenant does hereby indemnify and exonerate and agrees to hold harmless Sublandlord against and from all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' fees, attorneys' fees, paralegal fees, and legal costs and expenses incurred by Sublandlord during the Term, or while Sublandlord is occupying the Subleased Premises, whether or not judicial proceedings are filed, and including on appeal and in any bankruptcy proceedings, which are caused by, or are incurred or result from, Subtenant's operations in, or that relate in any manner to, the Subleased Premises, or which may be imposed upon or asserted against or incurred by Sublandlord by reason of any of the following occurring:

24.1. Any work or thing done in respect of construction of, in or to the Subleased Premises or any part of the improvements now or hereafter constructed at the Subleased Premises;

24.2. Any use, possession, occupation, operation, maintenance or management of the Subleased Premises or any part thereof;

24.3. Any failure to properly use, possess, occupy, operate, maintain or manage the Subleased Premises or any part thereof;

24.4. The condition, including environmental conditions, of the Subleased Premise or any part thereof (excluding any pre-existing condition that existed or arose prior to the Effective Date), including, without limitation, the payment of any deductible required under any insurance policy providing coverage for liability arising out of any of the aforementioned conditions;

24.5. Any negligence on the part of Subtenant or any of its agents, contractors, servants, employees, licensee or invitees;

24.6. Any accident, injury or damage to any person or property occurring in, on or about the Subleased Premises or any part thereof including any sidewalk adjacent thereto; and

24.7. Any failure on the part of Subtenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement or the Master Lease on this part to be performed or complied with.

25. Exculpation. Sublandlord shall not be liable to Subtenant, Subtenant's employees, agents, invitees, licensees or any other person whomsoever for any injury to person or damage to property on or about the Subleased Premises caused by the negligence or misconduct of Subtenant, its agents, servants or employees or of any other person entering the building under express or implied invitation by Subtenant or due to any other cause whatsoever, unless caused by the negligence or intentional misconduct of Sublandlord, its employees or its authorized representatives.

26. Specially Designated Nationals; Blocked Persons; Embargoed Persons.

26.1. Subtenant represents and warrants to Sublandlord that (1) Subtenant and each person or entity directly or indirectly owning an interest in Subtenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OF AC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (2) none of the funds or other assets of Subtenant constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (3) no Embargoed Person has any interest of any nature whatsoever in Subtenant (whether directly or indirectly), (4) none of the funds of Subtenant have been derived from any unlawful activity with the result that the investment in Subtenant is prohibited by law or that this Sublease is in violation of law, and (5) Subtenant has implemented procedures, and shall consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Subtenant is prohibited by law or Subtenant is in violation of law.

26.2. Subtenant covenants and agrees (1) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (2) to immediately notify Sublandlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Subtenant has a reasonable basis to believe that they may no longer be true or have been breached, (3) not to use funds from any "**Prohibited Person**" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to

Sublandlord under this Agreement and (4) at the request of Sublandlord, to provide such information as may be requested by Sublandlord to determine Subtenant's compliance with the terms hereof.

26.3. Subtenant hereby acknowledges and agrees that Subtenant's inclusion on the List at any time during the term of this Agreement shall be an event of default. Notwithstanding anything herein to the contrary, Subtenant shall not knowingly permit the Subleased Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Subleased Premises by any such person or entity shall be a material default of this Agreement.

27. **Estoppel Certificates.** Each party shall, upon the request of the other, promptly execute and deliver certifications, addressed to the requesting party or its lender, concerning the status of the Sublease and the parties' performance hereunder as may from time to time be reasonably requested.

28. **Landlord's Consent.** This Sublease is expressly contingent upon receipt of Landlord's approval and execution of the Landlord's Consent attached hereto as **Exhibit C**.

29. **Guaranty.** Subtenant shall cause the Guaranty of Sublease attached hereto as **Exhibit D** (the "**Guaranty**") to be duly executed by Ruben Chavez and delivered to Sublandlord simultaneously herewith. Notwithstanding anything in this Sublease to the contrary, Sublandlord's obligation to deliver the Subleased Premises to Subtenant shall be contingent upon Subtenant's delivery, and Sublandlord's receipt, of the Guaranty.

30. **Confidentiality.** Subtenant agrees to keep this Sublease and the terms hereof strictly confidential, and Subtenant's disclosure of the contents hereof to any third-party shall constitute a default hereunder.

31. **Exhibits.** The exhibits attached hereto as **Exhibit A**, **Exhibit B**, **Exhibit C**, and **Exhibit D** are a material part of this Sublease are expressly incorporated herein by this reference.

32. **Attorneys' Fees and Court Costs.** In the event a legal action is brought by one party against the other to enforce any term, provision or covenant of this Sublease, the prevailing party in such action shall be entitled to recover the reasonable costs of such action, including, without limitation, court costs, reasonable attorneys' fees and discovery costs, from the non-prevailing party.

33. **Counterparts.** This Sublease, together with the Exhibits attached hereto, may be signed in multiple counterparts. Facsimile signatures or signed counterparts delivered by electronic/email transmission (e.g., in .pdf format) will be deemed originals.

34. **Corporate Approval.** Sublandlord shall seek the formal approval of this Lease from all of its responsible officers and/or department managers (the "**Corporate Approval**") within the first thirty (30) days following the Effective Date of this Sublease. Sublandlord must notify Landlord, in writing, of its receipt of the Corporate Approval prior to the close of business on the thirtieth (30th) day following the Effective Date or this Sublease shall automatically terminate as of such date (and except for any rights or obligations that shall expressly survive such termination, neither party shall thereafter have any further rights or obligations to the other under this Sublease).

[SIGNATURE PAGE FOLLOWS]

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: 1-2-24

Business Name Pedrus tacos & Tequila

I hereby certify that _____ (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 _____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: [Signature] Date: 11-18-24
(If different from Agent)

Title: Member

Business Name: Pedrus tacos & Tequila

I hereby certify that Gustavo Barragan (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 16 day of Jan, 2024.

[Signature]
NOTARY PUBLIC

11/18/24
MY COMMISSION EXPIRES

KATHLEEN THOMPSON
NOTARY PUBLIC
PEACH COUNTY, GEORGIA
MY COMMISSION EXPIRES
11/18/2024

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Pedros Taco 3 Tequila

Business Address: 4040 Riverside Dr. Macon. GA 31201

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

1-31-24
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:

Pedros Taco's Tequila

Business Address:

4040 Riverside Dr. Macon GA 31201

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.

Dany Baragan

Applicant/Agent Signature

Date

1.26.24

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>.

	Gustavo Garcia Barragan	1-31-24
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>.

	Ruben chavez	01/20/2024
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Pedros Tacos & Tequila
 Owner's Name: Gustavo Barragan
 Address: 3289 Sandy Cir
Macon GA 31216

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

Gustavo Barragan
 Printed Name of person completing form

[Signature]
 Signature of person completing form

1-2-24

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: Pedros Tacos & Tequila

Business Address: 4040 Riverside Dr.

☒ **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

1-31-24
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Gustavo Barragan

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

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

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

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

Gustavo Barragan 50%
Ruben Chavez 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.

Gustavo Barragan
Print and Sign Name

Sworn to and subscribed before me this

16 day of Jan, 2024

Kathleen Thompson

Notary Public

My commission expires:

KATHLEEN THOMPSON
NOTARY PUBLIC
PEACH COUNTY, GEORGIA
MY COMMISSION EXPIRES

Page 2 of 2 11/18/2024

Rev. April 2022
See O-22-0011

Macon-Bibb County

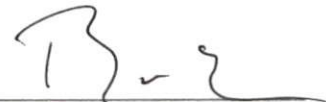
Certificate of Good Standing

1. Name and Title of the applicant: Ruben Chavez
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

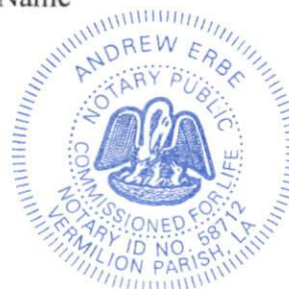
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Ruben Chavez 

Print and Sign Name

Sworn to and subscribed before me this
20th day of January, 2024.

Andrew Erbe
 Notary Public
 My commission expires: upon my death



Prop Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Pedro's Taco & Tequila
2. Name of the subject of this Certificate, if different from the applicant:
4040 Riverside 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% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

n/a

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

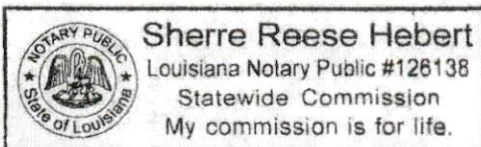
Anthony Troy Theriot
Print and Sign Name

4040 Riverside LLC
Property Manager for Family

Sworn to and subscribed before me this
17th day of January, 2024.

Sherre Reese Hebert
Notary Public

My commission expires: at Death



Page 2 of 2



Rev. April 2022
See O-22-0011



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

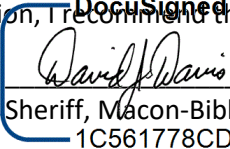
Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Gustavo Barragan- completed 2.9.24 Ruben Chavez- completed 2.15.24

Business Name: Pedros Tacos & Tequila of Macon LLC DBA Pedros Tacos & Tequila

Business Address: 4040 Riverside Dr, Macon, GA 31210

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	2/22/2024 _____ 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 3/14/2024 (Date)  (Initials)

Comments

After review, legal recommends approval. SDD

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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A 2024 SUMMER BUILDING OPPORTUNITIES IN OUT-OF-SCHOOL TIME (“BOOST”) GRANT FROM THE GEORGIA RECREATION AND PARK ASSOCIATION IN THE AMOUNT OF \$45,000.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE MACON-BIBB COUNTY PARKS AND RECREATION DEPARTMENT TO EXPAND AND IMPROVE SUMMER RECREATION DEPARTMENT PROGRAMMING; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Recreation Department has been awarded a 2024 Summer BOOST Grant from the Georgia Recreation and Park Association, in the amount of \$45,000.00; and

WHEREAS, the Macon-Bibb County Parks and Recreation Department will utilize the funds to expand and improve summer programming, with the goal of reaching more K-12 youth and their families with additional programming geared toward financial literacy, STEM, behavioral health, crime prevention, and more; and

WHEREAS, no local match is required to receive the funds that have been awarded; and

WHEREAS, a copy of the contract documents have been attached hereto as Exhibit A for review and reference purposes, and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the stated purpose on behalf of the Parks and Recreation Department; 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 does hereby authorize the acceptance of the 2024 Summer BOOST Grant awarded to the Macon-Bibb County Parks and Recreation Department in the amount of FORTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$45,000.00) from the Georgia Recreation and Park Association for the expansion and improvement of summer Recreation Department programming, with terms and conditions as described in Exhibit A.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2024 Miller Accepting Georgia Recreation And Park Association BOOST
Program Grant - \$45,000.00.Docx*

EXHIBIT A

Davis, Sara

Subject: FW: GRPA Boost SE Yr. 3 Contract Award

From: GRPA Admin <admin@grpa.org>
Sent: Monday, March 4, 2024 5:07:46 PM
To: Allen, Natalie <NAllen@maconbibb.us>
Subject: GRPA Boost SE Yr. 3 Contract Award

[WARNING - EXTERNAL EMAIL] This email originated from outside Macon-Bibb County Government. Do NOT click links or open attachments from this email unless you know the sender and trust the content. If you suspect this email to be a phishing attempt, please forward this email to SOC@maconbibb.us.



To: GRPA Summer Year 3 Boost Contract Applicants

Natalie Allen
From: GRPA BOOST
Date: March 4, 2024

Agency: **Macon- Bibb County Parks & Recreation**
Department **Contract Award: 45000**

Email Address: nallen@maconbibb.us Director Email: rwalker2@maonbibb.us

Subject: Summer Yr. 3 (SE.YR 3) BOOST Contract Award Notification

**Please send a brief acknowledgement of receipt of this email and acceptance of Contract Award to GRPA@GRPA.ORG and ADMIN@GRPA.ORG . This will help us ensure the information has been received and your intent.*

Dear GRPA BOOST Applicant- Summer Yr. 3,

We received numerous applications for GRPA Building Opportunities in Out-of-School Time (BOOST) Summer Program, which seeks to leverage out-of-school time and whole child supports to address learning loss in Georgia. As the primary subgrantee with the Georgia Department of Education (GaDOE), the Georgia Recreation and Park (GRPA) is pleased to inform you that your organization has been selected to receive a contract to assist in operating a comprehensive Summer Programming in your community. GRPA appreciates you taking the time to submit a contract application for consideration. GRPA received requests for \$3,675,043.00 and our available funds were \$1, 825,000.00. The Agencies overall requested amounts had to be reduced by over 1.8 million dollars. **Your approved contract amount for Year 3, Summer May 2024- July 2024 can be found above.** Due to the requested funds needed versus available funds **all Contract Amounts** are different than your Requests.

Congratulations, as this was a highly competitive contractor selection process, and we celebrate with you your success. Please **submit a revised budget** for Summer 2024 on the GRPA Budget / Reimbursement Form ([BOOST Budget Projection/Reimbursement EXAMPLE](#)). We had 36 agencies submit applications for Summer Contracts. With GRPA's overall mission to serve as many communities and participants as possible through the available funding provided, cuts had to be made. The BOOST funding recommendations are based on your application's overall percentile score in comparison to all other applicants on each required element of the application, the [BOOST Funding Matrix](#) , FRPL percentages and your organization's dosage of programming,

number of children served, past funds requested vs utilized funds and agency reporting. Each application was fully read and scored by qualified evaluators.

All funded organizations must be prepared to comply with all [GaDOE Conflict of Interest](#) -, [Program Assurances/Memorandum of Understanding](#) and all other requirements and expectations set forth in writing by GRPA.

In addition, **before accepting a BOOST contract**, organizations should self-assess and affirm their capacity to:

- Carry out their programming within available financial resources,
 - **Note: Your contract amount is less than you requested** - consider carefully if the awarded funds are sufficient to operate programming. GRPA will work with you to adjust your original submitted budget as requested.
- **Attend a mandatory reimbursement/reporting meeting**, date to be forthcoming.
- Attend and engage in other required training and technical support with GRPA and/or the Georgia Statewide Afterschool Network (GSAN)/METIS.
- Collect any required data and outcome measures as described in the RFP/MOU,
- Participate in program evaluation efforts,
- Utilize a minimum 3 months of working capital, if necessary, to begin programming while trainings are conducted and budgets finalized and reviewed (GRPA, based on information made available by GSAN and GaDOE anticipates processing reimbursements monthly thereafter).

If you are unsure of your organization's ability to meet the requirements of the BOOST program, if you have questions regarding the requirements, or if you wish to decline your Contract Award, please contact ADMIN@GRPA.ORG as soon as possible. Your formal Contract/Memorandum of Understanding (MOU) with GRPA will be your written acceptance of this contract GRPA BOOST award.

Next Steps:

As 1 of 36 organizations funded in the GRPA BOOST Summer Program (SEYR3), you will be expected to actively engage in the intake and orientation process. **Below are 5 important steps to take as implementation begins** [new forms required of all agencies since we are in a new calendar year]:

1. Complete the [GaDOE Conflict of Interest Policy](#), [Program Assurances/Memorandum of Understanding](#) (MOU) and return by May 21, 2024. We recommend a senior member of management complete this form. The deadline is the third week of May so you should be able to get to Council/Commission by the deadline. If you have issues with this deadline please email us and keep us posted.
2. You must also submit a current [W-9](#) dated within the 2024. Send these documents to ADMIN@GRPA.ORG with the subject line "W-9 Forms" - NO LATER THAN FRIDAY, May 21, 2024.
3. Submit a revised budget for Summer 2024 on the GRPA Budget / Reimbursement Form ([BOOST Budget Projection/Reimbursement EXAMPLE](#)) by May 21th, 2024.
4. Spread the good news within your own networks! GRPA's press release will be issued when all documents have been received. Contact us if you would like us to provide a quote or statement specific to your organization.
5. **Stay tuned!** In the coming weeks you will receive additional information regarding Reimbursement Process, reporting, grantee networking opportunities, and a virtual orientation session that will cover program requirements and eligible expenses, technical assistance, data collection, and program sustainability. **This will be a mandatory meeting.**

To recap, immediate date to remember:

- * Submit to GRPA any initial questions or concerns regarding your grant award.
- * Complete and submit to GRPA your [W-9](#) , [Program Assurance/MOU Form](#) and the [GaDOE Conflict of Interest Form](#) by May 21, 2024 to: grpa@grpa.org and admin@grpa.org

Your Summer Learning Program is critical to the long-term recovery and support of Georgia's children and families, as well as in addressing learning loss. We look forward to being a partner to you in the work to come!

Sincerely,

GRPA

Steve Card

Steve Card

GRPA Executive Director

Craig Sowell

Craig Sowell

GRPA Grant Administrator

Georgia Recreation and Park Association – BOOST Program
2023 MOU & Assurances for Contractors Receiving American Rescue
Plan Act (ESSER) Funds

Georgia Recreation and Park Association, Inc.
Memorandum of Agreement (MOU)

Georgia Recreation and Park Association, Inc. (hereinafter referred to as “**GRPA**”), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding (“**MOU**”) with [REDACTED] (hereinafter referred to as the “**Contractor**”) in the total amount of [REDACTED] to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor’s local community
- Combat learning loss and meet students’ well-being, connectedness, and mental health needs
- Directly support learning acceleration and whole child approaches to positive youth development
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students’ comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged
- Expand access to serve more youth, with an emphasis on children who were most impacted by the pandemic
- Reduce barriers to participation to ensure access for all
- Increase programmatic quality and expand or enhance supports/services offered

As a condition of this MOU, the parties agree as follows:

1. Use of Funds.

The overall purpose of the services provided under this MOU is to support learning acceleration, connectedness, and well-being of Georgia’s students, utilizing a whole child approach. Funds will be expended only in accordance with this MOU and as specified as allowable in the [GRPA RFP](#) and/or in any approved budgets. Any changes in the implementation of the contracted services will require the prior written approval of GRPA.

2. Contract Period, Invoicing & Payment.

The contract period for this MOU **June 1, 2023 – July 31, 2023** (“**Contract Period**”), subject to the terms contained in this MOU. The Contractor shall invoice GRPA no more frequently than monthly for services provided during the Contract Period. GRPA will pay the Contractor’s invoice within 30 days *with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process.*

3. GRPA BOOST Project Administrator. The GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish persons to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.

4. Reports. The Contractors agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA to effectively administer the Program. Monthly reports shall include financial reporting for the period covered, narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation Form and Final Reports as required. The Final Report for each year of the Program shall be due **TBA** , 2023.

Georgia Recreation and Park Association – BOOST Program
2021 MOU & Assurances for Contractors Receiving American Rescue
Plan Act (ESSER) Funds

GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

5. *Accounts & Recordkeeping.*

The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for reimbursement. Books and records may be requested by GRPA or GRPA's grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program for a period of at least () years after the Contract Period ends (or according to Georgia Secretary of State Record Retention Policies).

6. *Assurances, Warranties, & Representations.*

The Contractor named in this MOU is a recipient of federal ESSER funds in the GRPA BOOST Program, which utilizes relief funds provided by the American Rescue Plan Act. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. Failure to be in compliance with any aspect of the contract agreement, including these assurances, may result in the delay, reduction, or termination of said agreement and accompanying funds.

These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The contractor hereby assures that it will comply with the following:

	Assurances
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor.
2.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
4.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
5.	The services will take place in a safe and easily accessible facility. It is the responsibility of the Contractor to ensure that it meets all requirements, including but not limited to, child-care licensing, occupancy, fire, water, and transportation of students.
6.	The services will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
7.	Prior to any material change affecting the purpose, administration, organization, budget, or operation of the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
8.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
9.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for Federal and state funds paid to the Contractor to perform its duties.
10.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other state or Federal officials.
11.	The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties.

Georgia Recreation and Park Association – BOOST Program
2023 MOU & Assurances for Contractors Receiving American Rescue
Plan Act (ESSER) Funds

12.	The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.
13.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of its Fidelity and Liability Insurance Policy and proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
14.	All invoices for service will be submitted in a timely manner as stipulated by the Subgrantee in the contract agreement.
15.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
16.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
17.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
18.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance of work pursuant to BOOST Program.

Additionally, all Contractors agree to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations including COVID-19 mitigation strategies, (e.g., mask wearing, social distancing, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer service is in operation. Teacher/Lead Caregivers must be at least 18 years of age and the assistant caregiver/aide may be 16 or 17 years of age; however, a director must be at least 21 years of age.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Staff-to-student ratios when students are in or on the water (over 2 feet deep) is one staff person to 6 students for students aged 4 years and older who cannot swim 15 yards unassisted and a 1:15 ratio for students aged 4 years and older who can swim a distance of 15 yards unassisted.
- Staff-to-student ratios when students are in or on the water (less than 2 feet deep) is one staff person to 20 students for students aged 5 years or a 1:25 ratio for students aged 6 years and older.

Georgia Recreation and Park Association – BOOST Program
2023 MOU & Assurances for Contractors Receiving American
Rescue Plan Act (ESSER) Funds

- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
 - most of the children in a group are not accustomed to or are afraid of the water
 - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
 - the water facility is particularly crowded or
 - the children have special needs which impact on their ability to participate safely in the water-related activity.
- Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly, and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

GRPA Agency Contractor represents and warrants to GRPA, Inc. a. This MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.

b. GRPA Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.

c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.

d. GRPA contractor agencies shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, GRPA contractor agencies hereby agrees to indemnify, defend, and hold harmless GRPA Inc. from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest, penalties and reasonable attorney's fees and expenses, that GRPA Inc. may incur as a result of any negligent or willful acts or omissions of GRPA Agency or any of its agents or employees.

7. No Lobbying.

GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

8. Compliance. See above Assurances.

9. Additional Obligations of GRPA Contractor.

**Georgia Recreation and Park Association – BOOST Program
2023 MOU & Assurances for Contractors Receiving American
Rescue Plan Act (ESSER) Funds**

In consideration of the contractual funding herein, CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

10. Miscellaneous.

- a. No failure to exercise, and no delay in exercising, on the part of GRPA, Inc., any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
- b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.
- c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- d. GRPA Contractor understands that there is no commitment by the GRPA, Inc. to supply any further support for the Program. GRPA, Inc. considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.
- e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

11. Standard Terms and Conditions. This MOU is subject to the above.

IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK
ASSOCIATION, INC

GRPA BOOST CONTRACTOR:

[Organization Name:]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Georgia Department of Education Conflict of Interest and Disclosure Policy

Georgia's conflict of interest and disclosure policy is applicable to entities conducting business on behalf of and /or doing business with the Department and entities receiving a grant to implement a program and/or project approved by the State Board of Education. This policy is applicable for entities receiving state and/or Federal funds.

Questions regarding the Department's conflict of interest and disclosure policy should be directed to the program manager responsible for the contract, purchase order and/or grant.

I. Conflicts of Interest

It is the policy of the Georgia Department of Education (GaDOE) to avoid doing business with Applicants, subcontractors of Applicants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce, and to ensure that the award of grant Agreements is based upon fairness and merit.

a. Organizational Conflicts of Interest.

All grant applicants ("Applicants") shall provide a statement in their proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by the GaDOE, including but not limited to Local Education Agencies (LEAs), or with an organization whose interests may be substantially affected by GaDOE activities, and which is related to the work under this grant solicitation. The interest(s) in which conflict may occur shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's grant proposal. Key personnel shall include:

- any person owning more than 20% interest in the Applicant
 - the Applicant's corporate officers
 - board members
 - senior managers
 - any employee who is responsible for making a decision or taking an action on this grant application or any resulting Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- i. The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed Agreement can be accomplished in an impartial and objective manner.
 - ii. In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its grant application a statement certifying that to the best of its knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract.
 - iii. GaDOE will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant

Georgia Department of Education

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Conflict of Interest & Disclosure Policy

information known to GaDOE, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, GaDOE may:

1. Disqualify the Applicant, or
 2. Determine that it is otherwise in the best interest of GaDOE to make an award to the Applicant and include appropriate provisions to mitigate or avoid such conflict in the grant awarded.
- iv. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for an award. If nondisclosure or misrepresentation is discovered after award, the resulting grant Agreement may be terminated. If after award the Applicant discovers a conflict of interest with respect to the grant awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate the Agreement for convenience if GaDOE deems that termination is in the best interest of the GaDOE.

b. Employee Relationships

- i. The Applicant must provide the following information with its application and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former GaDOE employee subject to this clause:
 1. The names of all Subject Individuals who:
 - a. Participated in preparation of proposals for award; or
 - b. Are planned to be used during performance; or
 - c. Are used during performance; and
- ii. The names of all former GaDOE employees, retained by the Applicant who were employed by GaDOE during the two-year period immediately prior to the date of:
 1. The award; or
 2. Their retention by the Applicant; and
 3. The date on which the initial expression of interest in a future financial arrangement was discussed with the Applicant by any former GaDOE employee whose name is required to be provided by the contractor pursuant to subparagraph (ii); and
 4. The location where any Subject Individual or former GaDOE employee whose name is required to be provided by the Applicant pursuant to subparagraphs (i) and (ii), are expected to be assigned.
- iii. "Subject Individual" means a current GaDOE employee or a current GaDOE employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- iv. The Applicant must incorporate this clause into all subcontracts or consultant agreements awarded under this Agreement and must further require that each such

Georgia Department of Education

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Conflict of Interest & Disclosure Policy

subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

- v. The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

c. **Remedies for Nondisclosure**

The following are possible remedies available to the GaDOE should an Applicant misrepresent or refuse to disclose or misrepresent any information required by this clause:

1. Termination of the Agreement.
2. Exclusion from subsequent GaDOE grant opportunities.
3. Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the grant agreement.

- d. **Annual Certification.** The Applicant must provide annually, based on the anniversary date of Agreement award, the following certification in writing to GaDOE. The annual certification must be submitted with the grantees annual end of year program report.

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The Applicant represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement and complete disclosure has been made.

[] No former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement, and disclosure is not required.

II. **Disclosure of Conflict of Interest after Agreement Execution**

If after Agreement execution, Applicant discovers a conflict of interest which could not reasonably have been known prior to Agreement execution; an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate this Agreement for convenience if GaDOE deems that termination is in the best interest of GaDOE.

III. **Incorporation of Clauses**

The Applicant must incorporate the clauses in paragraphs A, B, and C of this section into all subcontracts or consultant agreements awarded under this Agreement and must further require

Conflict of Interest & Disclosure Policy

that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

Signature of Fiscal Agency Head (official sub-grant recipient)

Typed Name of Fiscal Agency Head and Position Title

Date

Signature of Applicant's Authorized Agency Head (required)

Typed Name of Applicant's Authorized Agency Head and Position Title

Date



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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$196,936.00 FROM GENERAL FUND – FUND BALANCE TO THE TOBESOFKEE FUND – TOBESOFKEE DAM IMPROVEMENTS LINE ITEM FOR THE PURPOSE OF MAKING IMPROVEMENTS TO THE LAKE TOBESOFKEE DAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 24, 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 supplemental appropriation of up to \$196,936.00 from General Fund, Fund Balance to the Tobesofkee Fund – Tobesofkee Dam Improvements line item, to fund repairs and improvements to the Lake Tobesofkee Dam, in accordance with the transfer document attached hereto at Exhibit A, 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.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

\\tc-storage.maconbibb.us\countyattstorage\ORD MACON-BIBB\2024 Miller Supplemental for Lake Tobesofkee Dam Repairs 3-11-24.docx

EXHIBIT A



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☒ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☒ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$40,000.00 FROM GENERAL FUND – FUND BALANCE TO THE INTERGOVERNMENTAL – BOARD OF HEALTH LINE ITEM FOR THE PURPOSE OF FUNDING THE PLACEMENT OF A STATE EMPLOYEE TO ASSIST CITIZENS WHO WERE DISENROLLED FROM MEDICARE AT THE END OF THE COVID-19 PUBLIC HEALTH EMERGENCY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 24, 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

WHEREAS, the Macon-Bibb County Health Department has been selected as a placement site for an employee of the Georgia Department of Human Services to assist members of the public with reenrollment in Medicare after being disenrolled from Medicare; and

WHEREAS, the Macon-Bibb County Health Department has requested supplemental funding in the amount of \$40,000.00, to fund the placement of such employee, in accordance with the letter attached hereto at Exhibit A, and incorporated herein by reference, and the Macon-Bibb County Commission desires to fund such request for the benefit of Macon-Bibb County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission hereby approves a supplemental appropriation of up to \$40,000.00 from General Fund, Fund Balance to the Intergovernmental – Board of Health line item, for the purposes stated in Exhibit A hereto, and in accordance with the transfer document attached hereto at Exhibit B, 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.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2024 Miller Supplemental for \$40,000 for Health Department 3-14-24.docx

EXHIBIT A

February 26, 2024

The Honorable Lester Miller
Mayor of Macon, Georgia
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Miller:

The Macon-Bibb County Health Department, with the support of the Macon-Bibb County Board of Health, respectfully sends this correspondence seeking your review, assistance, and discussion with the Macon-Bibb Commission for additional funding in the amount of forty thousand dollars (\$40,000) to secure and maintain the services of a Georgia Department of Human Services team member to assist Macon-Bibb County residents with Medicaid redetermination efforts.

This request is the result of an MOU agreement between the Georgia Department of Public Health (DPH) and the Georgia Department of Human Services (DHS) to place DHS team members in local health departments who have the expertise required to assist residents with Medicaid redetermination and/or enrollment concerns. Macon-Bibb County was selected for such an employee placement based on the perceived significant number of citizens who were disenrolled at the end of the Public Health Emergency. These one-time additional funds are being requested for the cost-sharing portion of the MOU agreement between the state agencies (attached), which includes up to a maximum of approximately a \$40,000 investment at the local/county level. Our FY24 budget does not have a line item for such an expenditure without utilizing reserve funds.

As Medicaid is a health insurance program for people with limited income and resources, the redetermination effort is the process of reviewing and updating the Medicaid coverage of all currently and/or recently insured citizens/patients. To date, more than 550,000 Georgians have lost their insurance coverage from Medicaid and many of them are children. Though we have made inquiries of the Georgia DPH and the Georgia DCH through various direct and indirect means, we have been unable to quantify the exact number of Macon-Bibb citizens that have lost their Medicaid coverage. As the Macon-Bibb County Health Department and the Macon-Bibb County Board of Health, we have great concerns about this issue as a large majority of those who seek the clinical services of the Macon-Bibb County Health Department are insured, or were previously, by Medicaid. It would be mutually beneficial to both patients and the local health department to have as many of these patients re-enrolled as possible who meet

appropriate criteria, and we are currently using all means necessary to assist in this re-enrollment process.

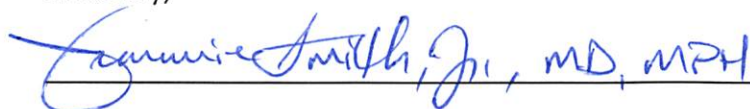
Our efforts to combat the massive disenrollment from Medicaid and to assist with Medicaid redetermination efforts in Georgia are not new, but ongoing. Since April 2023, the Macon-Bibb County Health Department (MBCHD) has encouraged each client or patient presenting for services to contact the DHS office to discuss Medicaid eligibility because our Customer Service Representatives must verify insurance status during the check-in process. We also consistently provide case management services for two thousand five hundred (2,500) women, infants, and children- monthly through our WIC Program at MBCHD. Another location for WIC services serves approximately one thousand seven hundred (1,700) clients and is located at the Buck Melton Center, one of our health district's additional WIC locations within the Macon Housing Authority. These WIC clients are our strongest link to new and expectant mothers in Macon-Bibb County, and national research efforts suggest that pregnant women have traditionally been one of the populations most at risk for losing coverage during Medicaid redetermination. Additionally, we know that approximately fifty-six percent (56%) of births in Georgia are covered by Medicaid. Secondly, the MBCHD has a digital display board adjacent to Forsyth Street that provides the phone number to call for Medicaid redetermination, and it is active twenty-four (24) hours a day. This information has been up and visible since June 2023. MBCHD has also welcomed Peach State Health Plan (PSHP) and Georgia Legal Services onto our campus to promote redetermination assistance on several occasions over the last eight months. We continue to assist our expectant mothers with presumptive Medicaid eligibility when they present to our laboratory for a pregnancy test and have a positive result. Most recently, we partnered with PSHP and local community-based organizations to host a "Redetermination Day" on Thursday, February 15, 2024, from 11 a.m. to 1 p.m., at our campus. Despite all our previous efforts, we still had over five hundred people present for assistance throughout the day, with people onsite as early as 7:45 a.m. We stayed to serve the last person at 4:45 pm, though our hours of operation are Monday-Friday, 8 a.m. – 4:30 p.m. This serves as positive proof that there is still a great need for assisting our local Bibb County citizenry with Medicaid enrollment!

I, as the Macon-Bibb County Health Department Administrator, have applied for a "Stay Informed. Stay Covered." Campaign Mini grant (\$8,000) sponsored by the Georgia Department of Human Services and HOPE for Georgia Moms at Northeast Georgia Health System which will allow us to (1) print and distribute campaign materials, in English and Spanish, within the community, (2) purchase and place ads with local publications, and (3) to host another local event (or to possibly purchase and staff a booth at a larger event) to continue to raise

awareness about Medicaid redetermination. The funding is small and, if awarded, must be exhausted by May 31, 2024.

We respectfully request your positive consideration for this one-time funding request to support a DHS team member to assist the people of Macon-Bibb County, at our facility, to address this critical social determinant of health. Additionally, we are hopeful that with increased enrollment of our clients back into Medicaid, our reimbursements in the coming year will begin to compensate for the additional cost of this new employee assigned to Macon-Bibb County Health Department as part of a collaborative effort between Georgia DHS and Georgia DPH to address the great need for Medicaid redetermination and re-enrollment.

Sincerely,

A handwritten signature in blue ink, reading "Jimmie Smith, Jr., MD, MPH", written over a horizontal line.

Jimmie Smith, MD, MPH, Administrator, Macon-Bibb County Health Department

A handwritten signature in blue ink, reading "Chris Tsavatewa, PhD", written over a horizontal line.

Chris Tsavatewa, PhD, Chair, Macon-Bibb County Board of Health

cc: Thomas Craft, MD, Interim District Health Director, GA DPH, North Central Health District

EXHIBIT B

FY 24

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Supplemental

X

Department

5100- Health Department

Administrative

(check a box)

Amendment Number:

Date of Request: 3/14/24

Department: Board of Health

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Fund Balance	100.505500	40,000.00
	Total	40,000.00

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Intergovernmental- Board of Health	100.5100.571500.002	40,000.00
	Total	40,000.00

Reason for Transfer-

Board of Health increase to appropriation

Approvals:

	<u>Initials</u>	<u>Date</u>
Department Head Initials/Date		2024
Budget Officer Initials/Date		2024
Finance Officer Initials/Date		2024
County Manager Initials/Date		2024
Finance Complete Transfer		
Initials/Date		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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$3,700,000.00 FROM GENERAL FUND – FUND BALANCE TO AIRPORT FUND – CAPITAL IMPROVEMENTS - INFRASTRUCTURE FOR THE PURPOSE OF FUNDING THE RUNWAY 5-23 EXTENSION AND BUILDING A ROAD TO THE PROPOSED NEW AIR TRAFFIC CONTROL LOCATION AT THE MIDDLE GEORGIA REGIONAL AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-23-0036 adopt the FY 2024 Budget, said ordinance having become effective on July 1, 2023; and

WHEREAS, various budget and programmatic amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of up to \$3,700,000.00 from General Fund – Fund Balance to Airport Fund – Capital Improvements - Infrastructure, as shown in Exhibit A, attached hereto and incorporated herein by reference. Of the aforementioned sum, up to \$2,200,000.00 is hereby appropriated for the specific purpose of funding the Runway 5-23 Extension and up to \$1,500,000.00 is hereby appropriated for the

specific purpose of designing and building a road to the proposed location of the new air traffic control tower.

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.

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

Section 4.

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 5.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 6.

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 7.

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 _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

*Q:\ORD MACON-BIBB\2024 Miller Appropriating \$3,700,000 From General Fund For Runway 5-23 And Road
For New ATC Tower At MGRA 3-15-24.Docx*

EXHIBIT A

FY 24

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Supplemental

X

Department

550-Airport

Administrative

(check a box)

Amendment Number:

Date of Request: 3/14/24

Department: Board of Health

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
General Fund		
Fund Balance	100.505500	3,700,000.00
Airport Fund		
Transfer in from General Fund	550.391000.100	3,700,000.00
Total		7,400,000.00

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
General Fund		
Transfer Out Airport Fund	100.9001.61100.550	3,700,000.00
Airport Fund		
Capital Improvements- Infrastructure	550.7563.541400	2,200,000.00
Capital Improvements- Infrastructure	550.7563.541400	1,500,000.00
Total		7,400,000.00

Reason for Transfer-

\$2.2 million for Runway extension additional funds

\$1.5 million for Road to Air Traffic Control

Approvals:

	<u>Initials</u>	<u>Date</u>
Department Head Initials/Date		2024
Budget Officer Initials/Date		2024
Finance Officer Initials/Date		2024
County Manager Initials/Date		2024
Finance Complete Transfer		
Initials/Date		2023



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SELLER’S CONTRACTING SERVICES, LLC TO PERFORM SIDEWALK CONSTRUCTION ALONG PINEHILL DRIVE, AT A COST TO MACON-BIBB COUNTY OF \$679,998.62, TO BE PAID FROM 2018 SPLOST FUNDS FOR ROAD WORK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 2018, Macon-Bibb County determined that a sidewalk was needed along Pine Hill Drive and contracted with Stantec Consulting Services, Inc., (“Stantec”) for the planning and design of a sidewalk for that roadway; and

WHEREAS, Stantec Consulting Services provided Macon-Bibb County with the necessary design plans for the construction of the Pine Hill Drive sidewalks; and

WHEREAS, Invitation for Bids (IFB) No. 24-006-LH was published on October 9, 2023, advertised on the Macon-Bibb County’s Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, one hundred sixty-nine (169) vendors were notified of the IFB, of whom, seven (7) self-identified as African American owned, two (2) self-identified as Asian American owned, three (3) self-identified as Native American owned, and one (1) self-identified as Hispanic/Latino owned; and

WHEREAS, on the published due date, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, Sellers Contracting Services, LLC, whose total bid was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, Procurement concurs with this contract 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 same that the Mayor is authorized to execute an Agreement with Sellers Contracting Services, LLC to perform sidewalk improvements along Pine Hill Drive, in the amount of SIX HUNDRED SEVENTY-NINE THOUSAND, NINE HUNDRED NINETY-EIGHT DOLLARS AND SIXTY-TWO CENTS (\$679,998.62), to be paid from 2018 SPLOST funds in a form to be approved of by the County Attorney.

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 _____, 2024.

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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A JANITORIAL SERVICES AGREEMENT WITH EXECUTIVE CLEANING, INC. TO PERFORM JANITORIAL SERVICES FOR MACON-BIBB COUNTY FACILITIES TO BE PAID FROM THE FACILITIES MANAGEMENT DEPARTMENTAL BUDGET CUSTODIAL CONTRACT LABOR LINE ITEM; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County's numerous facilities require regular janitorial services to be used safely and hygienically for their intended purposes; and

WHEREAS, Executive Cleaning, Inc. performs cleaning services under an existing Agreement which was executed more than five years ago; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 15-5.9, the existing Agreement with Executive Cleaning, Inc. shall not be renewed; and

WHEREAS, the Macon-Bibb County Facilities Management Department, in conjunction with the Procurement Department, solicited proposals through 24-009-LH Facilities Maintenance Services for Macon-Bibb County; and

WHEREAS, it is anticipated that the award and the resulting contract from 24-009-LH Facilities Maintenance Services for Macon-Bibb County will become effective on May 1, 2024; and

WHEREAS, until such time, the Macon-Bibb County Facilities Management Department requires the janitorial services continue at the Macon-Bibb County facilities listed in the Janitorial Services Agreement ("Agreement") attached hereto as "Exhibit A"; and

WHEREAS, Executive Cleaning, Inc. has committed to continuing to provide services for the aforementioned facilities pursuant to the terms of the existing contract; 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 Janitorial Services Agreement with Executive Cleaning, Inc. to perform janitorial services for Macon-Bibb County recreation facilities through April 30, 2025 to be paid from the Facilities Management Custodial Contractual Services Line Item.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2024 Miller Authorizing Janitorial Services Agreement with Executive Cleaning Inc.docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A JANITORIAL SERVICES AGREEMENT WITH EXECUTIVE CLEANING, INC. TO PERFORM JANITORIAL SERVICES FOR MACON-BIBB COUNTY FACILITIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County's numerous facilities require regular janitorial services to be used safely and hygienically for their intended purposes; and

WHEREAS, Executive Cleaning, Inc. performs cleaning services under an existing Agreement which was executed more than five years ago; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 15-5.9, the existing Agreement with Executive Cleaning, Inc. shall not be renewed; and

WHEREAS, the Macon-Bibb County Facilities Management Department, in conjunction with the Procurement Department, solicited proposals through 24-009-LH Facilities Maintenance Services for Macon-Bibb County; and

WHEREAS, it is anticipated that the award and the resulting contract from 24-009-LH Facilities Maintenance Services for Macon-Bibb County will become effective on May 1, 2024; and

WHEREAS, until such time, the Macon-Bibb County Facilities Management Department requires the janitorial services continue at the Macon-Bibb County facilities listed in the Janitorial Services Agreement ("Agreement") attached hereto as "Exhibit A"; and

WHEREAS, Executive Cleaning, Inc. has committed to continuing to provide services for the aforementioned facilities pursuant to the terms of the existing contract; 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 Janitorial Services Agreement with Executive Cleaning, Inc. to perform janitorial services for Macon-Bibb County recreation facilities through April 30, 2025 to be paid from the Facilities Management Custodial Contractual Services Line Item.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Authorizing Janitorial Services Agreement with Executive Cleaning Inc.docx

EXHIBIT A

**JANITORIAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND EXECUTIVE CLEANING, INC.**

This Janitorial Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and EXECUTIVE CLEANING, Inc. ("Contractor"), a Georgia corporation with a principal address of 680 Hammock Road NW, Milledgeville, Georgia 31061, 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 term of this Agreement, Contractor shall generally provide custodial services as provided in the facilities listed in the "Janitorial Services Cost Proposal" (spelling corrected here) in the Request for Proposals for Janitorial Services for Macon-Bibb County ("RFP") attached hereto and incorporated herein by reference as ("Exhibit A") with any and all attachments, addenda, and exhibits attached thereto. Custodial services ("Services") provided pursuant to this Agreement shall be performed in accordance with the "Scope of Work for Janitorial Services" ("Attachment B") attached to Exhibit A and in accordance with the "Schedule of Frequency for Janitorial Services" ("Attachment C") attached to Exhibit A. Contractor shall also otherwise perform all Services required herein and in Exhibit A.

Rob Ryals, Director of County's Facilities Management 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 Attachment 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 ONE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED DOLLARS (\$179,100.00) 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.

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 May 1, 2024, with performance of services to commence as soon as practicable. 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; however, pursuant to Macon-Bibb County Code of Ordinances Section 19-5.9, in no event shall this Agreement be renewed beyond June 30, 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 Services 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 A. 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. Such documents include but are not limited to cleaning schedules for the facilities, records of completed cleanings, outstanding requests for cleaning services, etc.

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:

Executive Cleaning, Inc.
Attn: Hal Peeler, CEO
680 Hammock Road NW
Milledgeville, GA 31061
hal@executivecleaninginc.com

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.

[Signatures on the following page]

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

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Executive Cleaning, Inc.:

By: Will Puller
President / CEO (Title)

03/12/2024
Date

Attested: Bill Puller
CFD (Title)

3/12/24
Date

Q:\CONTRACTS\2024 Executive Cleaning Inc. Janitorial Services Contract.docx

EXHIBIT A



MACON-BIBB COUNTY, GEORGIA

Request for Proposals (RFP)

FOR

Janitorial Services for Macon-Bibb County

24-009-LH

91039

91052

MACON-BIBB COUNTY

ISSUE DATE: 11/1/23

DUE DATE: 12/5/23

MBE/WBE/DBE Participation: 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 sub-consultants where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Cherise Stephens, Small Business Affairs at (478) 300-2297 or cstephens@maconbibb.us

1. GENERAL

A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Professional Services (original **plus 3 copies and Flash Drive**) in the Procurement Department, 700 Poplar Street, Suite 308, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, **December 5, 2023**, for **Janitorial Services for Macon- Bibb County**.

NO LATE RESPONSES WILL BE CONSIDERED

The names of responding firms will be publicly read on **Thursday, December 5, 2023**, at 2:00 P.M. in the Macon-Bibb County Procurement Department Conference Room, located at 700 Poplar Street, Suite 308, Macon, Ga 31201.

The deadline to submit questions is Friday, November 18, 2023, by 3:00 p.m. Questions must be emailed to lhardwick@maconbibb.us

B. Definitions

Wherever the term "Owner", "County", or "Macon-Bibb County" occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

C. Solicitation Documents

Announcement of this Request for Professional Services may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

D. Insurance Requirements

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia. All coverage should be written with insurance company with a Best Rating of A or better. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract. Macon-Bibb County shall be named as additional insured on the policy.

Workers' Compensation: Statutory
Errors and Omission: \$1,000,000
General Liability: \$1,000,000

E. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

24-009-LH,

Janitorial Services for Macon-Bibb County

Macon-Bibb County Procurement Department

700 Poplar Street

Suite 308

Macon, Georgia 31201

Telephone: (478) 803-0550

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline on date of closing. Macon- Bibb reserves the right to reject any and all submissions and to waive technicalities and

formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RFP shall become the property of Macon-Bibb County.

F. Responsiveness

In order to be considered "*responsive*" the submission must include completed copies of the following documents:

- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

G. Responsibility

In order to be considered "*responsible*" the submitting firm must meet the following minimum qualifications:

- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and legally responsible to perform the services included herein

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the Owner's best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFP. Owner will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RFP.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

II. BACKGROUND

Macon Bibb County government has a legislative branch which composes of ten Commissioners and employs approximately 1,708 individuals. The County provides a variety of services, that include facility maintenance, public works, engineering services, building and fire safety, and a host of other essential services to maintain the development of the community and the County's infrastructure.

III. SCOPE OF SERVICES.

Macon-Bibb County Facility Maintenance Department is soliciting requests for proposals from highly skilled contractors to perform Janitorial Services for multiples Macon-Bibb County facilities. The Scope of Work for this Request for Proposal is listed as Attachment B. The Contractor shall furnish all labor, material, equipment, and incidentals necessary to perform janitorial services needed throughout each facility. Supplies shall be of good commercial quality acceptable in the janitorial profession subject to IDL approval.

Overall Requirements

- Janitorial services shall be performed based on the schedule listed on the Bid Cost Proposal (Attachment B).
- The Contractor shall provide a working supervisor capable of fluently speaking, reading, and writing English.
- The Contractor shall provide a list of personnel that includes the names and addresses of the personnel who will be regularly assigned to perform janitorial services for Macon-Bibb County.
- The Contractor shall ensure that all personnel receive and clear background checks free of any felony convictions.
- The Contractor shall not substitute any employee on Macon-Bibb County facilities without prior written notification. In the event an employee is utilized, they must report it to Macon-Bibb County's designated personnel within 24 hours in advance.
- The Contractor's staff shall not disturb papers on desk, open drawers, cabinet, files, bookcases, etc.
- Macon-Bibb County telephones shall not be used by the Contractor's personnel for personal use.
- The Contractor shall assume full responsibility for the actions of its employees and shall repair and replace any damage that occurred under circumstances beyond their reasonable control as determined by Macon-Bibb County.
- Contractor shall provide monthly, quarterly, and year to-date operational reporting services that highlights operational issues/conditions and summarize the maintenance required to Macon-Bibb County Facilities Maintenance Department.
- The Contractor shall provide on-call emergency services when required.
- The Contractor shall comply with all applicable local, state, and federal laws, and all code regulations, and safety regulations recommendations in relation to work performed.

Key Dates:

- RFP Release Date: 11/1/2023
- Questions Due: 11/18/2023
- Proposal Due Date: 12/5/2023

IV. SUBMITTAL FORMAT AND REQUIREMENTS

Along with the included required submittal documents, bidders shall provide the following:

- A Statement of Qualifications on the company's history with similar project
- A cost proposal (**to be submitted in a separate envelope from the technical proposal**)
- Provide a company resume along with a minimum of 3 references whose work is similar to the complexity and scope of work described within this RFP. The references should include contact name, address, email address, and phone number.

Proposals shall be submitted by mail or hand delivery by 12:00 noon on December 5th, 2023. The address for submittals is:

Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Macon, Georgia 31201

Questions:

Any questions regarding this RFP shall be submitted to Laura Hardwick, Procurement Director in via email at Lhardwick@maconbibb.us. All questions will be aggregated, and answers shared with all interested bidders via addendum

V. SCORING (total possible number of points = 100)

Experience/Qualifications – Maximum 40 points

The firm has provided a narrative describing experience and resume of qualifications with similar scope of work, size, and complexity.

Capacity /Ressources - 40 Points

Organizational structure provides adequate capability to perform both quantity and quality of needed work within the project scope of work outlined in this solicitation.

Local Vendor Participation – Maximum 5 Points

The respondent to this solicitation or business must operate and maintain a place of business with a physical address within Macon-Bibb County and have a current business permit issued by Macon-Bibb County.

Price – Maximum 15 Points

VI. AWARD BASIS

Award will be recommended to the respondent with the highest number of points.

(The County reserves the right to award a contract to a local firm whose bid is within 5% of the low bid.)

JANTIORIAL SERVICES COST PROSPOSAL

Monthly Cost Estimate

Location	Monthly Cost Including Supplies
Train Center	
Parks & Beautification	
Planning and Zonning	
Safebuilt (Macon-Mall)	
Board of Elections (Macon Mall)	
Library (Macon Mall)	
Courts (Macon-Mall)	
Community Room (Macon-Mall)	
Regional Commission (Macon Mall)	
Solid Waste	
Bibb County Sheriff's Office Investigative Center	

Note: Responding respondents to the solicitation are to submit an itemized cost listing for each facility of Macon-Bibb County requiring janitorial services. Respondents are to provide such details at the square footage, and cost per month to provide janitorial services for each facility to include supplies to perform the services.

SCOPE OF WORK FOR JANITORIAL SERVICES

Attachment B

The purpose for this scope of work is to obtain Janitorial Services for real property owned and managed by Macon-Bibb County. The successful Contractor shall perform janitorial services in all designated spaces including, but not limited to, offices, restrooms, work areas, entrance ways, lobbies, storage areas and any other areas designated by the County. Mechanical and electrical rooms are excluded. The Contractor shall furnish all labor, material, equipment, and incidentals necessary to perform janitorial services needed throughout each facility. Supplies shall be of good commercial quality and environmentally friendly, whenever possible, and acceptable in the janitorial profession subject to IDL approval. The Contractor shall not use any materials that the County determines unsuitable for the purpose or harmful to the surface to which applied.

The Contractor must have a minimum of 3 to 5 years' experience and capable of providing commercial janitorial services. The intent of this solicitation is to obtain a timely, consistent, and cost-effective contract to ensure clean and sanitary facilities for employees, citizens, and vendors conducting business with the County. Macon-Bibb County reserves the right to award all or parts of this solicitation to multiple bidders.

Hours of Work

Routine nighttime custodial service shall be performed Monday through Friday between 6:00 p.m. and 6:00 a.m. Unless otherwise expressly authorized by the occupant. The Contractor shall anticipate that, on occasion, certain areas of the facility may be occupied until after 10:00 p.m. and cleaning cannot be performed in that area. In the event, the Contractor should be prepared to clean the adjacent suites first and then perform the cleaning services at the previously occupied suite. Periodic special cleaning must also be done between 6:00 p.m. and 6:00 a.m. or at other times with permission of the site supervisor. In all cases the Contractor shall work at the convenience of the occupants.

The following holidays are observed by the County:

- New Year Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (4th of July)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November and the following Friday)
- Christmas Day (25th of December and the following day)

Supervisory Requirements

The Contractor shall provide the necessary supervision with personnel who are not a part of the regular, onsite cleaning staff. The supervisors shall be literate and fluent in the English

language, due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel. Contractor's supervisors shall also be capable of communicating fully with all Contractors' employees in the event they do not speak English. The County's authorized representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. The County requires that the supervisor be on-site during the shift. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor to the County. The Contractor shall provide a telephone answering service phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's designee.

Mandatory Qualification for Contractor Personnel

1. The Contractor shall obtain criminal background checks at its expense on all custodial personnel at the start of contract or upon employment, and at least once per year thereafter. The Contractor shall provide documentation to the County illustrating that the background checks have been successfully completed. The Contractor shall inform the Contract Administrator, by certified mail, of any criminal convictions of any type for custodial personnel within five (5) days of obtaining the information. Within thirty (30) days of the contract renewal period, Contractor must provide verification of having run background checks as per contract on all current personnel and submit a statement of such with a current personnel list attached.
2. The contractor shall supply the County with a current list of all employees that will perform work at the facility (s) prior to beginning work under the contract. A copy of a driver's license or work permit shall be supplied for each employee. Each of these employees shall be adequately trained and have had criminal background checks.
3. The Contractor shall be responsible for training and assignment of personnel to perform the work. Macon-Bibb County reserves the right of approval of all personnel assigned to perform work on County premises.
4. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any reason not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition upon execution of contract. The Contractor should have enough qualified staff to provide a replacement within 24 hours.
5. Employees must have identification before having building access. All employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by the County and shall not be exceptionally dirty, stained, or torn.
6. Identification badges shall be furnished by the Contractor and worn by all Contractors' employees while on County premises. The badge shall have the employee's picture, name, signature and company logo. Uniforms shall be approved by the County and shall not be exceptionally dirty, stained, or torn.

7. Access to the facility shall be as directed by the County. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Contract Administrator or his or her authorized representative. Should employees require an offsite dinner break, the time of this break must be with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative. All doors shall remain locked, and no doors shall be propped open at any time.
8. The Contractor shall require all employees performing under this contract to personally sign and be responsible for each electronic access card to gain entry to work areas. This card is to be used only by the individual who has signed for the card. When an individual is no longer employed by the Contractor, the card must be reassigned using the KEY/CARD request form provided by the County. If the identification card is lost or stolen, the Contract Administrator must be contacted immediately. The use of electronic pass card by any other person other than the individual signing for the card will be cause for termination of the Contractor. The County reserves the right to charge the Contractor for lost or damaged cards.
9. The Contractor shall ensure County facilities are fully staffed on the first day of work. All personnel shall receive close and continuing first-line supervision by the Contractor. Custodians employed by the contractor shall be fully trained and skilled in safe and proper housekeeping techniques.
10. The Contractor shall provide sufficient documentation to demonstrate adequate training has been provided with their bid submission. Contractor shall submit statement outlining their training program and method of verifying employee competency. The use of custodians who are not adequately trained may be sufficient grounds for termination. Emphasis should be placed on Handling Hazardous Materials (proper clean up of blood and body fluids).

Equipment

All necessary cleaning equipment including power driven floor scrubbing machines, backpack vacuum, high dusting equipment, waxing and polishing machines, industrial floor, and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the bidder. Such equipment shall be of the size and type customarily used for commercial janitorial services.

No equipment shall be used which is harmful to the facility or its content. All equipment must be in good working condition at all times. Any non-working equipment shall be repaired or replaced within twenty-four (24) hours. The Contractor shall provide an equipment list that indicates the manufacturer and amount of equipment that they have available for use to perform janitorial services described within this scope of work.

All equipment such as brooms, mops, and vacuums shall be available for use by the County staff or day porters during the day. The County shall assume

responsibility when using the equipment. Adequate paper supplies and hand soap shall be stored in locked housekeeping closets on each floor. Designated County employees will have keys to these closets in the event supplies become short during the day and need replenishment.

Electrical power, 110 volts, will be furnished by the County at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as

Supplies

The Contractor is responsible for supplying all paper goods, soaps, cleaners, etc., currently in use in the facility bathrooms, canteens, kitchens, coffee stations, etc. or

The Contractor shall furnish all necessary cleaning supplies to perform janitorial services such as cleaning detergents, soaps, cleansing powders and products, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated by the County. The Contractor shall keep the Janitor closet well stocked, and equipment in a safe and clean condition.

The Contractor shall furnish all necessary cleaning supplies, including but not limited to, toilet paper, paper towels, paper toilet seat covers, floor/furniture wax, trash liners and all soap products necessary for the public to utilize the facilities. All soap dispensers shall be replenished and cleaned by the Contractor. All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations. All paper products provided by the Contractor shall be 100% post-consumer waste content/semi bleach, double ply toilet tissue, and multi-fold paper towels.

Cleaning Activity Specifications

All trash shall be removed and collected at the Dumpster sites.

1. Receptacle Emptying and Cleaning. All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners. The Contract Administrator shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles. Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned. Area surrounding dumpster up to ten (10) feet must be kept neat and clean and free of debris.

2. Ash Trays and Urns Emptying and Cleaning-All ashtrays and Urns shall be emptied on a schedule consistent with the frequencies given. Urns containing sand or other extinguishing material shall have such material replaced when soiled or wet. Ashtrays shall be wiped clean both inside and out and be free from dirt, ashes, spots, food, and beverage spoilage and debris. Sand or other extinguishing material shall be replaced when soiled or wet. Ash stands

shall be emptied and cleaned according to the frequency outlined in the schedule.

3. Miscellaneous Trash and Paper Collection- All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified as intended. Staff is to be trained specifically on disposal of items near and around trash receptacles. NOTE: Items/materials near or around trash cans shall not be considered trash if they are not marked as trash. The Contractor shall only remove items that are actually in the trash receptacles or specifically labeled as "trash." The Contractor shall emphasize this procedure with all cleaning staff.

4. Receptacle Cleaning and Disinfecting trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

5. Restroom Cleaning and Servicing. Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.

Fixture Cleaning and Disinfecting. Fixtures including toilet bowls, hand basins and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine and other soils. Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

6. Stall Partition Cleaning. Stall partitions and partitions between urinals shall be cleaned according to schedule. *Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the Contract Administrator.* Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

7. Mirror and Chrome Cleaning. Mirrors, chrome and other metal trim shall be cleaned and polished. Included shall be supply dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

8. Tile De-scaling. Tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls and shower stalls shall be cleaned of all scales, mineral deposits and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

9. Grout Cleansing. Grouting and sealants shall be cleaned with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and loose or broken grouting shall be reported to the Contract Administrator. Grout and other sealants shall be scrubbed clean and present a uniformly clean and present a uniformly clean and hygienic appearance.

10. Ceramic Tile Floor/Wall Cleaning. Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy-duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed, and dried to present a uniformly clean appearance.

11. Restroom Servicing. Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing. Hand towels, soap, toilet issues, toilet seat covers, sanitary napkins, and deodorant air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning and servicing. Sanitary napkin and tampon disposal containers shall be emptied and sanitized.

Floor Maintenance

1. Sweeping/Dust Mopping. Floors shall be swept, or dust mopped to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors but may be used on garage floors. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom or dust mop.

2. Removing Gum/Tar etc. Surface accumulations of chewing gum, tar, hardened dirt and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

3. Spot Mopping as needed, spills, spots and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance. Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

4. Mopping. Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance.

5. Spray Buffing. This procedure shall be employed according to the schedule provided by Macon-Bibb designated personnel to ensure a high gloss, non-slippery finish on all floors, to repair and refinish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the

floor machine. Replace all furniture. Floors shall have a uniform high shine and be free of streaks, scuffmarks, and other unsightly appearance.

6. Stripping and Refinishing. This procedure shall be employed according to schedule to remove accumulations of dirt, finish, discoloration's, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced in the proper position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and coats of slip-resisting floor finish. Floors shall be clean and free from scuffmarks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied. Coats shall be applied with adequate time for drying allowed between coats. **DRY STRIPPING PROCEDURES SHALL NOT BE USED WITHIN THE FACILITY.**

7. Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discoloration's, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent, and all omissions shall be blended in with additional coatings to assure uniformity.

8. Carpet Care. Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

9. Vacuuming Carpets. Shall be vacuumed according to Macon-Bibb designated personnel. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved or replaced. Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges. Carpets shall be free from lint, debris strings, loose carpet strands and the pile shall stand erect.

10. Spot Cleaning. Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers. Carpets shall be kept free from chewing gum, candy spills, spots, grease, food and beverage stains, watermarks, etc. Indelible stains, which cannot be removed by spotting and shampooing procedures, shall be reported to the Contract Administrator. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

11. Shampooing. This procedure shall be employed according to schedule set by Macon-Bibb County designated personnel to ensure a clean and uniform appearance and to prolong the life of the carpeting. This is complete carpet cleaning and involves the use of approved method to thoroughly clean carpet. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Carpets, which have been shampooed, shall present a uniformly clean appearance with no evidence of surface spoilage or spotting, the pile shall stand erect, and the color shall be bright. **Contractor shall give the County at least 72 hours' notice prior to shampooing carpets. Signs must be posted at least 48 hours prior to the scheduled work.**

Surface Cleaning

1. Horizontal Surface Cleaning. Shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structures of the facility including, but not limited to office furniture chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc. NOTE: Unless requested, objects (books, papers, files, etc.) on horizontal surfaces should not be moved to accomplish cleaning. High horizontal cleaning includes those areas that must be reached by a ladder or special, long reach cleaning devices.

2. Spot Cleaning. This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis. Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

3. Dusting. Shall be accomplished according to Macon-Bibb County's designated personnel. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

4. Damp Wiping or washing to horizontal surfaces shall be accomplished according to the Macon-Bibb County designated personnel. Appropriate cleaning agents shall be used according to the type of composition of the structure or object. Any items or furnishing moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

5. Vertical Surface Cleaning: shall be interpreted to mean those surfaces not high

enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structure of the facility and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

6. Dusting: Remove dust directly the areas where dirt lies to ensure removal of dusting residue. Utilize dusting cloths or vacuum tools that will leave no dust streaks. Clean dust from corners, crevices, molding, and ledge. Remove/dust any cobwebs that may appear in the areas mentioned.

7. Damp Wiping. This task requires the use of a clean damp cloth or sponge to remove all dirt spots, streaks, residues from walls, glass, furniture, and other surfaces and then drying to provide a polished appearance. The wetting solution applied must contain an appropriate commercial cleaning agent.

8. Wall Scrubbing. This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc. and shall present a uniformly clean appearance. Manual or machine scrubbing may be employed, but in either case, flooding of floors is to be avoided at all times. Floors and floor finish shall be protected during the procedure.

9. Base Board Cleaning. Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.

10. Dry Erase/Chalk Boards. Dry erase boards and chalkboards shall be cleaned daily unless marked "Do Not Erase". Cleaning includes entire board, moldings, rails etc. Boards shall be cleaned with manufacturers recommended solution.

11. Drinking Fountain Cleaning and Disinfecting. Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, etc.), dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.

12. High Dusting/Cleaning. High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 100" or about in height) which comprise the structure and furnishing of the facility and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall

clean appearance.

13. Cleaning Vents, Grills, Etc. Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents. Cleaned vents, grill etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

14. Cleaning Light Filters. Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced using appropriate cleaning agents. Care shall be taken to prevent cracking or breaking these somewhat delicate structures.

15. Cleaning Venetian Blinds. Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. Blinds shall be cleaned industry accepted methods-dusting, damp wiping, vacuuming, hand washing or washing by use of an ultrasonic cleaning machine. Care shall be taken to prevent damage to either the slats or the tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.

16. Window/Glass Washing Service Requirements. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at the facilities.

17. The Contractor shall wash and dry both the inside (once a year) and outside (twice a year) window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. The Contractor will not be allowed access to the roof.

18. The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing. Acids shall not be used for cleaning windows/glass.

19. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

Emergency Custodial Services

Emergency services may include, but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. In the event of an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the County Contract Administrator shall be so informed. Emergency services shall be judged according to the nature of the procedure (i.e., separate standards apply to each function) and on the responsiveness to the situation.

Special Jobs

The Contractor shall notify occupants of the facility seventy-two (72) hours prior to

ANY major cleaning activity such as carpet shampooing or floor stripping and finishing. The method of notification shall be by posted; typewritten notices placed in prominent locations. Affixing the notices to walls, doors etc., must not damage the surface finishes. The notice must describe the activity, time and date, anticipated tenant disruptions, and a phone number that can be called if there are any questions. The notices must be removed promptly after the cleaning activity.

Exterior Cleaning Parking Area

The parking area within direct correlation to Macon-Bibb County facilities shall be kept free of trash and litter. Grounds and Sidewalks around the facility and parking area shall be kept free of litter and pressure wash concrete areas. The areas within ten (10) feet of the facility shall be clean and swept as needed. Trash cans and ash urns are to be emptied, cleaned and new liners installed. No less than two (2) times per contract period, all entryways shall be pressure washed using an acceptable cleaning solution within a ten (10) foot perimeter.

EPA Requirements

EPA approved germicidal detergent, such as Lysol IC, or equivalent.

The Contractor shall provide sufficient mats to create a walking surface or path at the 7 interior entrances at least 3' x 5'. These mats are to be in place at all times. Mats should be on a regular service/cleaning schedule to maintain a clean appearance at all times. (Minimum rotation every two (2) weeks.) All mats shall be of grey or black color and matching with non-skid services.

No supplies shall be used that Bibb County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the facilities, their occupants, contents, or equipment. *The Bidder shall provide and indicate on a "Supply List" the brand names and estimated quantities necessary for the performance of the Contract.* The County may require samples of the products offered. The successful Contractor shall supply Product Brochures and material Safety Data Sheets (MSDS) within ten (10) days after the award of the contract. Submission of this list is MANDATORY.

OSHA Guideline Compliance:

Material Safety Data Sheets - The successful Contractor shall furnish to the Contract Administrator copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the facility and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the facility, a copy of that product's MSDS must be provided to the Contract Administrator, prior to the product being used in any facility. The Material Safety Data Sheets must be in compliance with OSHA Regulations.

Labeling of Hazardous Materials - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.

<https://www.osha.gov/laws-regs/standardinterpretations/1986-04-07-0>

Caution Signs - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site at commencement of Contract.

<https://www.osha.gov/laws-regs/standardinterpretations/1991-11-05>

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.145>

OSHA Guidelines of Blood Pathogens - Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the Contract Administrator. Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this contract. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this contract without liability.

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030>

Labeling of Supplies/Chemicals:

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

Slip Resistance:

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

Germicidal Properties:

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

Contractor Quality Control Program

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval prior to start of Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level

of performance becomes unacceptable and/or County Building Inspectors point out the deficiencies.

This QCP is of paramount importance. The program shall include, but not limited to the following:

- An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept That work. The Contractor and his supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection is to be provided to the Contract Administrator within twenty-four (24) hours of inspection.
- An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the County, upon request, during the term of the Contract.

Black Light Test:

The County uses a black light test to detect the presence of urine. The County will deem bathroom fixtures or floors not meeting specifications if the black light detects urine.

SCHEDULE OF FREQUENCY
FOR JANITORIAL SERVICES
ATTACHMENT C

Daily Service to all Areas (one time daily - daily work to be performed on each day at contractors/occupants' discretion as to what time.

Empty all trash, reline with clean bag, and remove trash.

Clean floor surfaces including stone, brick, or composition flooring. Remove gum and tar, spot mop spills, and spray buff surfaces at lobbies, entrances, main corridors, and public reception areas.

Vacuum all carpets, including walk-off mats, spot clean, remove gum and tar. (Walk-off mats are provided by Contractor). Note: Carpets receive heavy traffic and may require a more thorough cleaning on a frequent basis rather than spot cleaning. Contractor shall be always responsible for the clean appearance of the carpets regardless of cleaning method or schedule used.

Clean and disinfect drinking fountains/water coolers.

Collect and remove all miscellaneous trash and rubbish at the outside areas to designated pick-up locations.

Clean building entrance areas to 10' outside of entrance door by sweeping concrete surfaces, removing trash, leaves, grass, and other litter. Empty trash containers and cigarette disposal containers.

Dust all vertical and horizontal surfaces that are readily available and visibly require it.

Clean all interior windows (below 110 inches) and glass entrances and other doors, partitions, and display cases.

Wipe off counter tops, tabletops, chairs, and exterior of appliances.

Remove handprints or marks from walls, doors, and doorframes.

Clean kitchen/coffee bar areas, empty trash, wash sink basins, wipe off counter tops, mop floor, and replenish paper towel dispenser if available.

Daily Service to Restrooms (one time daily - daily work to be performed on each day at contractors/occupants' discretion as to what time.

Empty trash, reline with clean bag, remove trash to designated pick-up location.

Clean and disinfect all fixtures, clean all partitions, clean and polish mirrors, chromes, metal, counter tops, benches.

Wet mop with disinfectant and rinse floor.

Restock all supplies. There shall always be adequate supply of required expendable toilet items - soap, paper towels, toilet paper, sanitary napkins, toilet seat covers and deodorant air fresheners. Restock vending concession dispensers.

Once Weekly Service to All Areas (Once per week (weekly) - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.

Spray buffs all tiled floors not treated under daily service.

Twice Monthly Service to All Areas (Twice per month) - work to be performed twice per month, a minimum of two (2) weeks apart.

Machine scrub all restroom floors.

Monthly Service to All Areas (Once per month (monthly) - work to be performed once per month, a minimum of four (4) weeks apart.

Complete vertical and horizontal surface cleaning.

Clean and disinfect all trash receptacles.

Clean storage areas.

Monthly stripping and waxing of kitchen floor areas.

Quarterly Service to All Areas (Four times per Contract year (quarterly) - work is to be performed at approximately 90-day intervals, the first work to be performed within the first thirty (30) days of each Contract year.

High dusting/cleaning.

As-Needed in All Areas but Not Less Than Twice Per Year (Determined by Macon-Bibb County Contract Administrator)

Strip and refinish all hard surface floors.
Shampoo all carpeted floors. Contractor shall shampoo all carpets within six (6) months of contract award and approximately every six (6) months thereafter.
Clean Venetian blinds, clean and treat furniture, woodwork, and upholstery.
Clean outside all exterior windows.

As-Needed in All Areas (Determined by Macon-Bibb County Contract Administrator)

Respond to emergency custodial services.
Respond to special job assignments.
Maintain janitor closet/room in an orderly condition and in compliance with County Safety and Fire regulations.

At Closing or Sooner in All Areas (Night Custodial Service)

Turn off lights and equipment
Close and lock windows and doors.
Make sure all exterior doors are locked.



Macon-Bibb County Government
Procurement Department
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700 Poplar Street, Suite 308
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(478) 803-0550
Fax (478) 751-7252

November 2, 2023

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. A pre-bid conference is scheduled for 10:00 o'clock a.m., Wednesday, November 15, 2023, located at Macon-Bibb County Commissioners Conference Room, 2nd Floor, City Hall, 700 Poplar Street, Macon, GA 31210. This pre-bid is mandatory; contractor must be present in order to submit a response.
2. The deadline to submit questions has been changed to Friday, November 17, 2023. All questions related to the Janitorial Services for Macon-Bibb County (24-009-LH) shall be submitted by email to lhardwick@maconbibb.us

3. Will you provide the square footage for the buildings in this RFP or is it necessary for us to measure them?

Answer: No. Vendors are to ascertain square footage upon visitation to facilities.

4. I have printed a copy of the bid documents but don't see any mandatory pre-bid meeting to inspect / walk these proposed sites to be cleaned. Am I missing it somewhere?

Answer. Please refer to #1 response.

5. What is the square footage for each facility?

Answer. To be determined by the vendor upon visitation to the facilities.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Procurement Director



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

November 13, 2023

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. Who is the current contractor and what is their pricing?

Answer: Executive Cleaning Services is the current contractor. In reference to pricing, this information requires submitting an "Open Records Request."

2. What is the current contracted monthly price and yearly price? Please provide the past three months' worth of invoices from current vendors.

Answer: This information requires submitting an "Open Records Request."

3. Can you provide us with the bid tab sheet from the last bid opening?

Answer: The tabulation sheet can be accessed by clicking on the link provided below. The title of the bid is "21-024-FH Staffing Agencies to Provide Unskilled Labor As Needed to Macon-Bibb County"
<https://www.maconbibb.us/category/closedbids/>

4. Can you provide the current contract?

5. Answer: This information requires submitting an "Open Records Request."

6. Can you provide the contract price if it has been increased for the past years?

Answer: This information requires submitting an "Open Records Request."

7. Why are these facilities up for bid at this time?

Answer: The contract expires each year on June 30 and renews automatically on July 1st of each year for a total term not to exceed five years in accordance with Macon-Bibb County Code of Ordinance Section 19-5.9.

8. Is the scope/size of this bid identical with the current contract?

Answer: In reference to the scope of work is similar. Facilities have been added over the course of the contract.

9. Have there been any changes from the previously awarded contract to current request for bid?

Answer: Please refer to question # 8 for answer.

10. Are there any significant changes from the last bid?

Answer: Please refer to question #8 for answer.

11. Please confirm that this contract doesn't require floor maintenance services such as strip/wax, carpet shampoo, tile floor scrubs, and buffing.

Answer: All services mentioned are required, but not limited to strip/wax, carpet shampoo, tile floor scrubs, and buffing.

12. Is there collective bargain agreement and the County or current vendor? Are the current vendor's employees unions members?

Answer: The answer is no to both questions.

13. What is required minimum wage for this contract?

Answer: To be determined.

14. Prior to commencement of subsequent renewal terms, will your agent consider a request for price adjustments in accordance with the current National Consumer Price Index or the increased minimum wage of State?

Answer: To be determined.

15. What is the expected starting date of service?

Answer: Macon-Bibb County will review the submitted bids and notify the winning bidders as soon as practicable. There is no set timeline for notification of winning bidders.

16. What is the contract term?

Answer: The contract expires each year on June 30 and renews automatically on July 1st of each year for a total term not to exceed five years in accordance with Macon-Bibb County Code of Ordinances Section 19-5.9.

17. What are the evening service hours allowed for cleaning?

Answer: Most departments close by 5:30 p.m. Therefore, evening services will be expected after 5:30 p.m. with some exceptions such as the time may be revised for the Board of Elections facility.

18. Are there addresses available for each location? Also, do we need to submit individual prices for each location or one lump sum amount?

Answer: Addresses will be available at the pre-bid mandatory meeting. Please refer to Addendum 1 for date and time.

19. Can you provide square footage of each facility that is to be cleaned?

Answer: Bidders will be allowed to attend a pre-mandatory bid meeting where they can ascertain the square footage for each facility. Please refer to Addendum 1 for the scheduled pre-bid meeting.

20. Are facilities to be cleaned daily and is this for nightly clean or during the day?

Answer: Yes, nightly cleaning services are required.

21. Is there a mandatory walkthrough?

Answer: Yes.

22. Will you be providing square footage?

Answer: Bidders will be allowed to attend a pre-mandatory bid meeting where they can ascertain the square footage for each facility. Please refer to Addendum 1 for the scheduled pre-bid meeting.

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
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700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550
Fax (478) 751-7252

Laura Hardwick
Director of Procurement

November 16, 2023

ADDENDUM # 3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. The bid opening date has been changed from Tuesday, December 5, 2023, to Thursday, December 7, 2023, by 12:00 noon.

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
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700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550
Fax (478) 751-7252

Laura Hardwick
Director of Procurement

November 17, 2023

ADDENDUM # 4

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. The bid opening date has been changed from Thursday, December 7, 2023, to Thursday, December 28, 2023, by 12:00 noon.

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

December 1, 2023

ADDENDUM # 5

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. Will we be able to have a day porter at the Macon Mall location or will the County have a day porter onsite?

Answer: In respect to your staffing requirements, bid according to the scope of work/solicitation.

2. Who is responsible for cleaning the common areas with the 2 restrooms between, the BOE offices and the Courts space?

Answer: Currently the Macon Mall common areas are the responsibility of the mall contractor providing services.

3. Will the contractor have access to an onsite dumpster in close proximity to these sites on this end of the mall?

Answer: Yes.

4. In Addendum 1 and 2 square footage estimates were requested but not given. The answer was bidders would be allowed to ascertain these estimates during the pre bid meeting. After walking the mall sites there is no way these sites can be measured in the construction phase they are in. Debris, tools, building supplies and equipment were everywhere. Some of the walls weren't even installed yet. Not a single potential bidder on site attempted to measure any of the areas due to the status of the construction. Can the County provide sq ft estimates or can they provide drawings that are to scale for these mall areas. The composition of the flooring to be installed would be useful as well.

Answer: Yes, plans have been requested and will be provided.

5. How many days per week or per month will the Court areas require services?

Answer: Bid as daily services.

6. Who be the Contract Administrator for Macon - Bibb?

Answer: Macon-Bibb County Facilities Management Department.

7. I see some bond documents in the bid package but is a bid bond or performance bond required? The performance bond documents don't state any percentages or amounts tied to the term of the contract.

Answer: The performance bond will be required for this solicitation.

8. SOW Attachment B - Mandatory Qualification for Contractor Personnel - Are the first 3 sentences of Section 7 relevant to this contract?

Answer: Access to the facility shall be as directed by the County. Contractor's employees may not leave the premises unsecured for any amount of time. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative. All doors shall remain locked, and no doors shall be propped open at any time. No Contractors eating habits and schedule are at the discretion and responsibility of the contractor, as well as their emergency contacts.

9. SOW Attachment B - Supplies - Please confirm that the only supplies the contractor is responsible for at coffee stations is paper consumables and hand soap. The contractor is not responsible for any of the coffee supplies?

Answer: Yes. The Contractor is only responsible for paper consumables and hand soap at coffee stations

10. SOW Attachment B - EPA Requirements - The second paragraph refers to "7 interior entrance mats at least 3' X 5'" that are required to be rotated every 2 weeks. Can you clarify what location this is?

Answer: Please disregard the second paragraph that refers to "7 interior entrance mats at least 3' X 5'" that are required to be rotated every 2 weeks.

11. Bid due date is 12/7/2023 at 12:00 noon? Bid opening will be on the same date at 2:00 PM?

Answer: Please refer to Addendum # 4 that references the modified bid opening date as follows: The bid opening date has been changed from Thursday, December 7, 2023, to Thursday, December 28, 2023, by 12:00 noon. Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form

12. What is your budget?

Answer: To be determined.

13. What hours are the current cleaning crew working?

Answer: Please refer to the Scope of Work in the solicitation.

14. What is the square footage of your buildings?

Answer: List of properties and contacts were distributed at pre-bid. It is the contractors duties to visit and determine sq. footage/ Mall areas addressed in question #4.

15. Are there specific hours designated for cleaning?

Answer: Please refer to the Scope of Work stated in the solicitation.

16. Who supplies the cleaning supplies.

Answer: The vendor will provide supplies.

17. Will there be background requirements?

Answer: Yes. Please refer to the Scope of Work.

18. Are there any billable optional services? What were the annual billings for optional services?

Answer: Not at this time.

19. Will they waive the specific commercial automobile liability in lieu of the fact that we carry significant overall liability insurance?

Answer: Vendor's insurance coverage must meet the minimum coverage requirements set forth in this invitation for bids. Macon-Bibb County shall have the discretion to determine whether the insurance coverage held by persons submitting bids is sufficient for those persons to be considered responsive and responsible bidders.

20. Who provides the chemicals for a strip & wax?

Answer: The Contractor provides all supplies needed to perform duties listed in this solicitation.

21. When we perform a strip & wax, who would we be responsible for moving furniture?

Answer: The Contractor.

22. Do we need to clean 2nd story or above exterior windows.

Answer: Please refer to the Scope of Work where it addresses surface cleaning/ nothing above 2 stories.

23. Who is the current contractor?

Answer: The current service is provided by Executive Cleaning Services.

24. What is the current contract price being paid today?

Answer: There is no contract.

25. Is the current scope of work the same as the current bid scope of work?

Answer: There was no current bid for the services that are outlined in this solicitation.

26. How many hours per day do your techs work?

Answer: Please refer to the Scope of Work concerning the hours employees may work on an as needed basis.

27. For strip & wax jobs, how many coats of stripper & wax per strip? How many coats of wax per scrub?

Answer: This will depend on the condition of the floors after stripping. Stripping and refinishing procedure shall be employed according to schedule to remove accumulations of dirt, finish, discoloration's, stains, and rust spots from finished floors

28. How many square feet of your floors is to be strip & wax?

Answer: Please refer to question # 14 for answer.

29. How many square feet is carpet?

Answer: Please refer to question #14 for answer.

30. What is the breakdown of prices per location on this bid?

Answer: There is no current price break-down per location.

Good Afternoon, Rob

In reference to the above mentioned solicitation **(24-009-LH Janitorial service for Macon-Bibb County)** please see attached Proposal Evaluation Summary and Recommendation for Award for your review and approval.

Thank you.

Charles Wimberly
Procurement Officer I
700 Poplar Street
Ste. 308
Macon, GA 31201
PH: 478-300-2459 ext.4339 FX: 478-751-7252
cwimberly@maconbibb.us





Macon-Bibb County Government
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November 2, 2023

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. A pre-bid conference is scheduled for 10:00 o'clock a.m., Wednesday, November 15, 2023, located at Macon-Bibb County Commissioners Conference Room, 2nd Floor, City Hall, 700 Poplar Street, Macon, GA 31210. This pre-bid is mandatory; contractor must be present in order to submit a response.
2. The deadline to submit questions has been changed to Friday, November 17, 2023. All questions related to the Janitorial Services for Macon-Bibb County (24-009-LH) shall be submitted by email to lhardwick@maconbibb.us

3. Will you provide the square footage for the buildings in this RFP or is it necessary for us to measure them?

Answer: No. Vendors are to ascertain square footage upon visitation to facilities.

4. I have printed a copy of the bid documents but don't see any mandatory pre-bid meeting to inspect / walk these proposed sites to be cleaned. Am I missing it somewhere?

Answer: Please refer to #1 response.

5. What is the square footage for each facility?

Answer: To be determined by the vendor upon visitation to the facilities.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Procurement Director



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

November 13, 2023

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. Who is the current contractor and what is their pricing?

Answer: Executive Cleaning Services is the current contractor. In reference to pricing, this information requires submitting an "Open Records Request."

2. What is the current contracted monthly price and yearly price? Please provide the past three months' worth of invoices from current vendors.

Answer: This information requires submitting an "Open Records Request."

3. Can you provide us with the bid tab sheet from the last bid opening?

Answer: The tabulation sheet can be accessed by clicking on the link provided below. The title of the bid is "21-024-FH Staffing Agencies to Provide Unskilled Labor As Needed to Macon-Bibb County"
<https://www.maconbibb.us/category/closedbids/>

4. Can you provide the current contract?

5. Answer: This information requires submitting an "Open Records Request."

6. Can you provide the contract price if it has been increased for the past years?

Answer: This information requires submitting an "Open Records Request."

7. Why are these facilities up for bid at this time?

Answer: The contract expires each year on June 30 and renews automatically on July 1st of each year for a total term not to exceed five years in accordance with Macon-Bibb County Code of Ordinance Section 19-5.9.

8. Is the scope/size of this bid identical with the current contract?

Answer: In reference to the scope of work is similar. Facilities have been added over the course of the contract.

9. Have there been any changes from the previously awarded contract to current request for bid?

Answer: Please refer to question # 8 for answer.

10. Are there any significant changes from the last bid?

Answer: Please refer to question #8 for answer.

11. Please confirm that this contract doesn't require floor maintenance services such as strip/wax, carpet shampoo, tile floor scrubs, and buffing.

Answer: All services mentioned are required, but not limited to strip/wax, carpet shampoo, tile floor scrubs, and buffing.

12. Is there collective bargain agreement and the County or current vendor? Are the current vendor's employees unions members?

Answer: The answer is no to both questions.

13. What is required minimum wage for this contract?

Answer: To be determined.

14. Prior to commencement of subsequent renewal terms, will your agent consider a request for price adjustments in accordance with the current National Consumer Price Index or the increased minimum wage of State?

Answer: To be determined.

15. What is the expected starting date of service?

Answer: Macon-Bibb County will review the submitted bids and notify the winning bidders as soon as practicable. There is no set timeline for notification of winning bidders.

16. What is the contract term?

Answer: The contract expires each year on June 30 and renews automatically on July 1st of each year for a total term not to exceed five years in accordance with Macon-Bibb County Code of Ordinances Section 19-5.9.

17. What are the evening service hours allowed for cleaning?

Answer: Most departments close by 5:30 p.m. Therefore, evening services will be expected after 5:30 p.m. with some exceptions such as the time may be revised for the Board of Elections facility.

18. Are there addresses available for each location? Also, do we need to submit individual prices for each location or one lump sum amount?

Answer: Addresses will be available at the pre-bid mandatory meeting. Please refer to Addendum 1 for date and time.

19. Can you provide square footage of each facility that is to be cleaned?

Answer: Bidders will be allowed to attend a pre-mandatory bid meeting where they can ascertain the square footage for each facility. Please refer to Addendum 1 for the scheduled pre-bid meeting.

20. Are facilities to be cleaned daily and is this for nightly clean or during the day?

Answer: Yes, nightly cleaning services are required.

21. Is there a mandatory walkthrough?

Answer: Yes.

22. Will you be providing square footage?

Answer: Bidders will be allowed to attend a pre-mandatory bid meeting where they can ascertain the square footage for each facility. Please refer to Addendum 1 for the scheduled pre-bid meeting.

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

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Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

November 16, 2023

ADDENDUM # 3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. The bid opening date has been changed from Tuesday, December 5, 2023, to Thursday, December 7, 2023, by 12:00 noon.

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

November 17, 2023

ADDENDUM # 4

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. The bid opening date has been changed from Thursday, December 7, 2023, to Thursday, December 28, 2023, by 12:00 noon.

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Sincerely,

Laura Hardwick



Macon-Bibb County Government
Procurement Department
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(478) 803-0550
Fax (478) 751-7252

Laura Hardwick
Director of Procurement

December 1, 2023

ADDENDUM # 5

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. Will we be able to have a day porter at the Macon Mall location or will the County have a day porter onsite?

Answer: In respect to your staffing requirements, bid according to the scope of work/solicitation.

2. Who is responsible for cleaning the common areas with the 2 restrooms between, the BOE offices and the Courts space?

Answer: Currently the Macon Mall common areas are the responsibility of the mall contractor providing services.

3. Will the contractor have access to an onsite dumpster in close proximity to these sites on this end of the mall?

Answer: Yes.

4. In Addendum 1 and 2 square footage estimates were requested but not given. The answer was bidders would be allowed to ascertain these estimates during the pre bid meeting. After walking the mall sites there is no way these sites can be measured in the construction phase they are in. Debris, tools, building supplies and equipment were everywhere. Some of the walls weren't even installed yet. Not a single potential bidder on site attempted to measure any of the areas due to the status of the construction. Can the County provide sq ft estimates or can they provide drawings that are to scale for these mall areas. The composition of the flooring to be installed would be useful as well.

Answer: Yes, plans have been requested and will be provided.

5. How many days per week or per month will the Court areas require services?

Answer: Bid as daily services.

6. Who be the Contract Administrator for Macon - Bibb?

Answer: Macon-Bibb County Facilities Management Department.

7. I see some bond documents in the bid package but is a bid bond or performance bond required? The performance bond documents don't state any percentages or amounts tied to the term of the contract.

Answer: The performance bond will be required for this solicitation.

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9. SOW Attachment B - Supplies - Please confirm that the only supplies the contractor is responsible for at coffee stations is paper consumables and hand soap. The contractor is not responsible for any of the coffee supplies?

Answer: Yes. The Contractor is only responsible for paper consumables and hand soap at coffee stations

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Answer: Please disregard the second paragraph that refers to "7 interior entrance mats at least 3' X 5'" that are required to be rotated every 2 weeks.

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Answer: To be determined.

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Answer: Please refer to the Scope of Work in the solicitation.

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Answer: List of properties and contacts were distributed at pre-bid. It is the contractors duties to visit and determine sq. footage/ Mall areas addressed in question #4.

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Answer: The Contractor provides all supplies needed to perform duties listed in this solicitation.

21. When we perform a strip & wax, who would we be responsible for moving furniture?

Answer: The Contractor.

22. Do we need to clean 2nd story or above exterior windows.

Answer: Please refer to the Scope of Work where it addresses surface cleaning/ nothing above 2 stories.

23. Who is the current contractor?

Answer: The current service is provided by Executive Cleaning Services.

24. What is the current contract price being paid today?

Answer: There is no contract.

25. Is the current scope of work the same as the current bid scope of work?

Answer: There was no current bid for the services that are outlined in this solicitation.

26. How many hours per day do your techs work?

Answer: Please refer to the Scope of Work concerning the hours employees may work on an as needed basis.

27. For strip & wax jobs, how many coats of stripper & wax per strip? How many coats of wax per scrub?

Answer: This will depend on the condition of the floors after stripping. Stripping and refinishing procedure shall be employed according to schedule to remove accumulations of dirt, finish, discoloration's, stains, and rust spots from finished floors

28. How many square feet of your floors is to be strip & wax?

Answer: Please refer to question # 14 for answer.

29. How many square feet is carpet?

Answer: Please refer to question #14 for answer.

30. What is the breakdown of prices per location on this bid?

Answer: There is no current price break-down per location.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.



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

December 13, 2023

ADDENDUM # 6

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 24-009-LH, Janitorial Services for Macon-Bibb County

The Invitation for Bids, referenced above, is modified as follows:

1. The following attachments are addendums to the Janitorial Services in reference to Macon-Bibb County Macon Mall:

Attachment D 2210A31 Phase 2 Finish Schedule.

Attachment E 2210A32 Phase 2 Finish Schedule.

Attachment F A12.1 Middle GA Regional Commission Floor Plan with SF.

Attachment G A12.2 Inspections Fees and Planning Zoning Floor Plan with SF.

Attachment H A12.3 Middle GA Regional Library Floor Plan with SF.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EVERGREEN LAWN AND GARDEN CENTER, INC. IN AN AMOUNT NOT TO EXCEED \$100,000 FOR ASSISTANCE PLANTING APPROXIMATELY 450 NEW TREES AT SEVEN SITES LOCATED ACROSS MACON-BIBB COUNTY, TO BE PAID FROM THE PARKS AND BEAUTIFICATION DEPARTMENTAL BUDGET - CONTRACT LABOR - CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Beautification Department has been actively seeking ways to increase the number of trees providing shade canopies and clean air for Macon-Bibb County citizens and visitors; and

WHEREAS, the Georgia Forestry Commission made available the Trees Across Georgia Grant, a reimbursement grant which provides funding for local governments to plant trees within their jurisdiction; and

WHEREAS, by Resolution R-24-0009, the Macon-Bibb County Commission accepted such grant in the amount of \$253,150.00 for planting trees in Macon-Bibb County in accordance with the terms of such grant, and providing labor and maintenance of those trees in accordance with the project proposal; and

WHEREAS, Evergreen Lawn and Garden Center, Inc. ("Evergreen") has performed landscaping services for the benefit of Macon-Bibb County for over twenty years; and

WHEREAS, the Parks and Beautification Department selected Evergreen to perform professional services to plant and maintain the 450 trees in seven locations (the "Professional Services") throughout Macon-Bibb County due to their relevant knowledge and experience; and

WHEREAS, Evergreen offered to perform the professional services requested by the Macon-Bibb County Parks and Beautification Department based on a quote of \$60,000 to plant the trees, plus maintenance services through November 2024 for an additional sum not to exceed \$40,0000, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, where the cost to the County exceeds \$25,000.00, the procurement of consultants must be approved by a resolution of the Macon-Bibb County Commission; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to enter into an agreement with Evergreen to perform the Professional Services; 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 resolved by the authority of the same, that the Macon-Bibb County Commission hereby authorizes the Mayor to execute an agreement with Evergreen Lawn and Garden Center, Inc. in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00) for tree planting and maintenance services at seven locations throughout Macon-Bibb County, in a form substantially similar to that attached hereto at Exhibit A and incorporated herein by reference, to be paid from the Parks and Beautification Departmental budget - Contract Labor - Contractual Services line item.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

EXHIBIT A

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND EVERGREEN LAWN AND GARDEN CENTER, INC.**

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and EVERGREEN LAWN AND GARDEN CENTER, INC. ("Contractor"), a Georgia corporation with a principal address of 10089 Estes Road, Macon, GA, 31220, 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 term of this Agreement, Contractor shall plant 450 trees and provide regular maintenance of the trees as provided in Exhibit A - "Professional Services Agreement" ("Exhibit A"), attached hereto and incorporated herein by reference (the "Service(s)"), at the locations provided in in Exhibit B – Trees Across Georgia Grant Application ("Exhibit B"), attached hereto and incorporated herein by reference. Michael Glisson, Director of County's Parks and Beautification 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 Professional Services Agreement provided in Exhibit A. 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) as compensation for the Services performed pursuant to this Agreement. The total \$100,000 amount shall be paid to the Contractor as follows: (1) Contractor shall be compensated SIXTY THOUSAND DOLLARS (\$60,000) upon completion of work to plant trees pursuant to this Agreement and (2) additional fees based on labor and equipment needed to properly maintain all trees for a period beginning after installation and continuing until November 30, 2024, to be itemized and invoiced, with the total cost not to exceed FORTY THOUSAND DOLLARS (\$40,000) for performing tree maintenance 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.

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 of execution of This Agreement. This Agreement shall continue in full force and effect until November 30, 2024, at which time it will terminate absolutely and without further obligation on the part of the County.

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 Services 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. In the event that any of the trees that are the subject of this Agreement are found to have died on or before April 30, 2025, for any reason attributable to the Contractor's failure to perform to the standards specified herein, then the Contractor shall, at its cost, replace such trees at that time and maintain them for a period of six months. This term shall survive the expiration of 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, shall remain responsible for ensuring the full performance of all of Contractor's duties under this Agreement, 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 below. 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.

- (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 Services 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 electronic mail 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:

Evergreen Lawn and Garden Center, Inc.
Attn: Charles D. Mccaskill, Sr.
10089 Estes Road
Macon, GA 31220
chad@evergreenga.com

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 This Agreement is executed by all Parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

EVERGREEN LAWN AND GARDEN CENTER, INC.:

By: _____
_____(Title)

Date

Attested: _____
_____(Title)

Date

EXHIBIT A



Professional Services Agreement

February 20, 2024

RE: Trees Across Georgia Grant - Macon-Bibb Parks and Beautification

This professional services agreement is for Evergreen Lawn and Garden to provide landscape construction services and landscape maintenance services to supplement MaconBibb Parks and Beautification Department in the implementation of the Trees Across Georgia (TAG) grant.

The TAG grant was awarded to MaconBibb to plant around 450 new trees on seven (7) sites across MaconBibb. All the sites were selected by MaconBibb Parks and Beautification with assistance from community partners. The trees need to be planted as soon as possible because tree planting is recommended to be completed by April. MaconBibb Parks and Beautification needs assistance to complete the tree installations. Evergreen will provide equipment and labor as directed by Michael Glisson, Executive Director of MaconBibb Parks and Beautification.

The first year of tree growth requires maintenance. The main work is to fill the gator bags on all the trees throughout the spring, summer and fall insuring that all the trees receive adequate water. This maintenance shall include but not be limited to filling gator bags with water, checking the tree staking, fertilizing as needed and all work required to keep the trees healthy. This maintenance is over and above the work currently undertaken by the MaconBibb Parks and Recreation Department. Evergreen will provide maintenance as directed by Michael Glisson, Executive Director of MaconBibb Parks and Beautification.

Fees for Services:

Tree Planting – on a per day basis, Evergreen will provide labor and equipment and install trees. This will include at least 3 landscape contractors, construction equipment, and truck services to pick up and deliver trees to each site.

Per Day Cost: \$ 4,000

Total Days - 15

Total: \$ 60,000

Tree Maintenance – Evergreen will provide labor and equipment needed to properly maintain all trees for a period beginning after installation and continuing until November 2024.

Monthly Maintenance Cost: variable with estimate average \$4,500 monthly

Total: March 2024 – November 2024 not to exceed \$40,000

Sincerely,

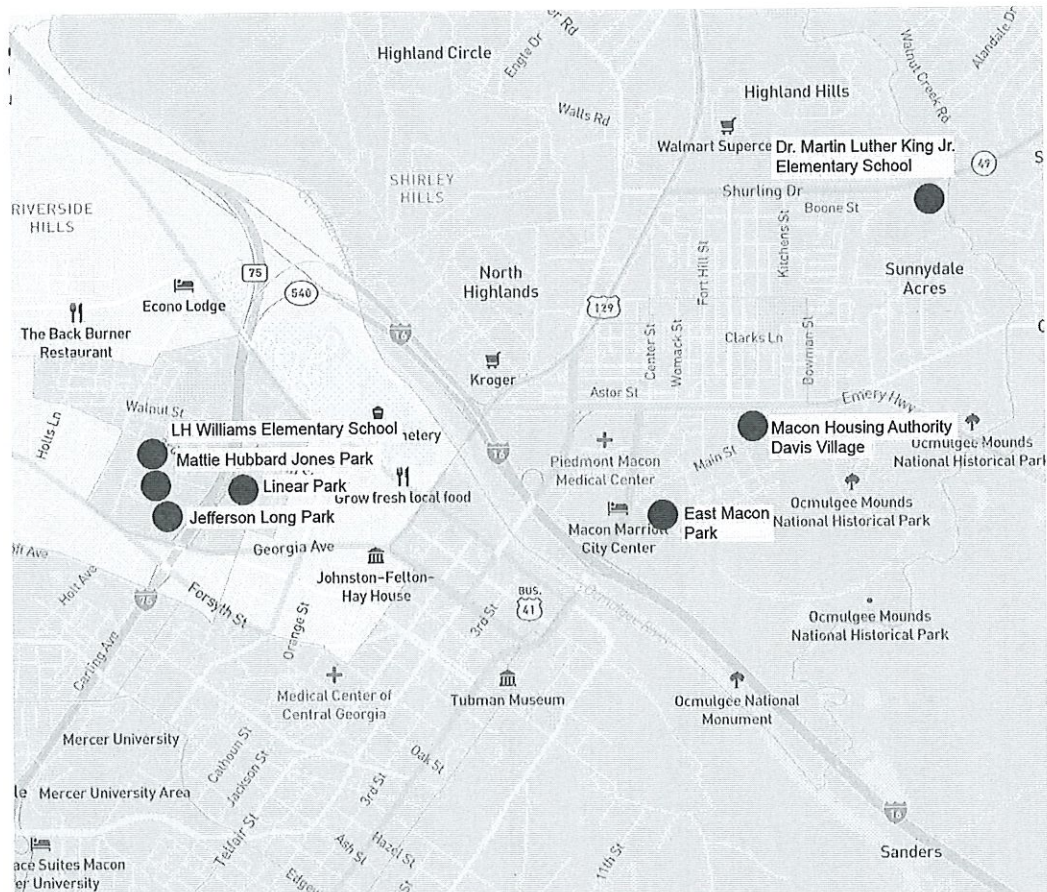
Chad Mccaskill

Vice President

478-256-1852

chad@evergreenga.com

EXHIBIT B



Areas highlighted in grey are considered overburdened and underserved by the climate and economic justice screening tool map. screentool.geoplatform.gov



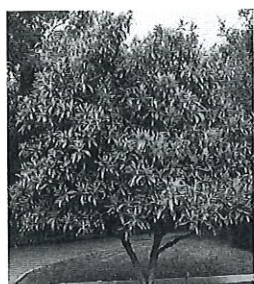
Map and scores were accessed on treeequityscore.org

Tree Equity Score measures how well the critical benefits of urban tree canopy are reaching those who need them most. The score establishes an equity-first standard to guide investment in communities living on low incomes, communities of color and all those disproportionately affected by extreme heat, pollution and other environmental hazards.

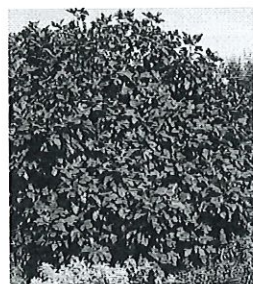
Tree Equity Score combines information from a variety of sources to create a single measure from 0 to 100. The lower the score, the greater the need for investment.



Information describing how scores are create on treeequityscore.org



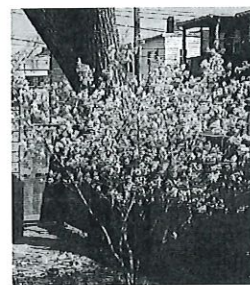
Loquat
Eriobotrya japonica



■ Fig
Ficus carica



□ White Fringetree *
Chionanthus virginicus



■ Serviceberry*
Amelanchier x grandiflora



■ Chaste Tree
Vitex agnus-castus



■ Paw Paw*
Asimina triloba



■ Redbud*
Cercis canadensis



■ Pecan*
Carya illinoensis



■ American Persimmon*
Diospyros virginia



■ Sugar Maple*
Acer saccharum

* Indicates species native to the Southeast



● Overcup Oak*
Quercus lyrata



○ Willow Oak*
Quercus phellos



○ Tulip Poplar*
Liriodendron tulipifera



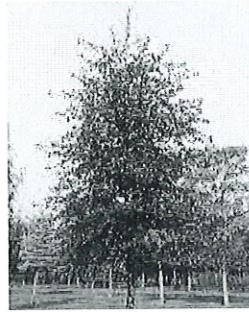
● Bracken's Brown*
Magnolia grandiflora



○ Little Gem Magnolia*
Magnolia grandiflora



● Princeton Elm*
Ulmus americana
'Princeton'



● Black Gum*
Nyssa sylvatica



○ Eastern Red Cedar*
Juniperus virginiana

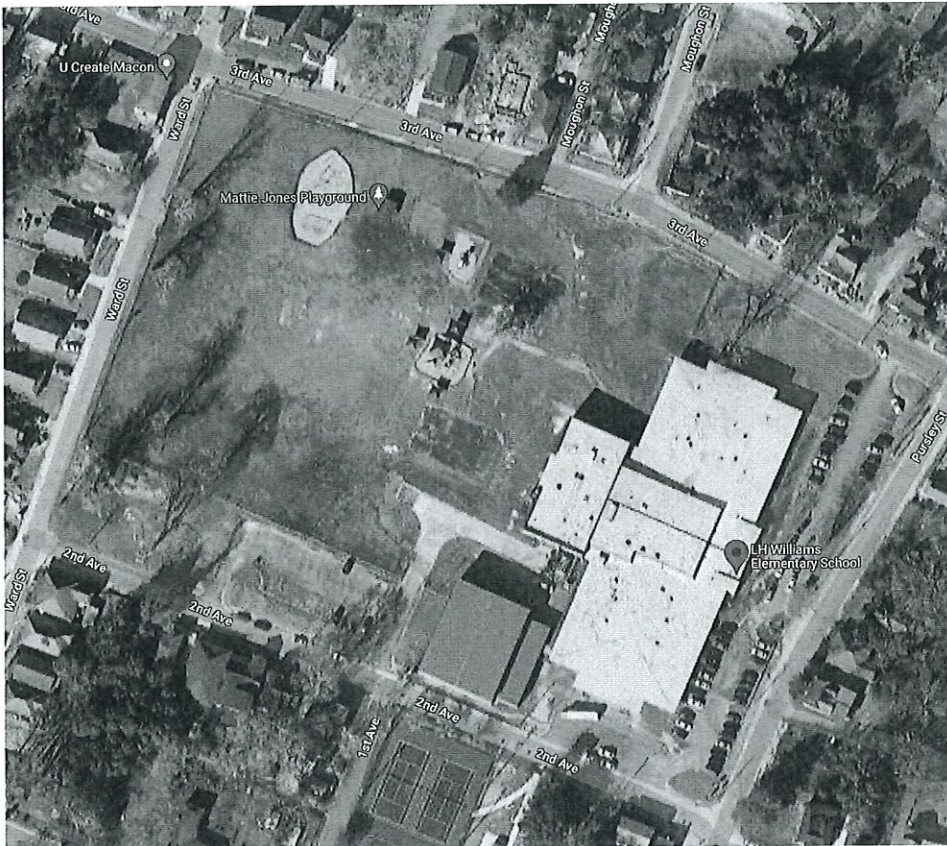


● American Holly*
Ilex opaca 'Greenleaf'



● Sycamore*
Platanus occidentalis

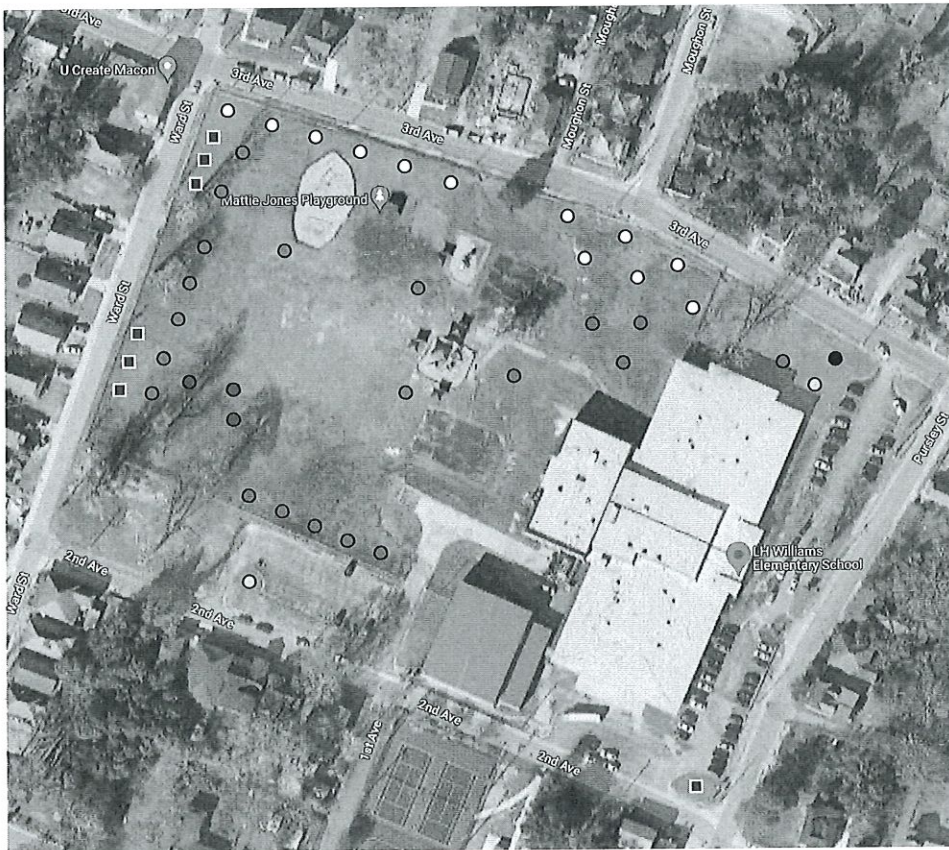
* Indicates species native to the Southeast



Trees Across Georgia Grant
Application

LH Williams Elementary School
1900 Third Ave Macon, GA 31201

September 27, 2023



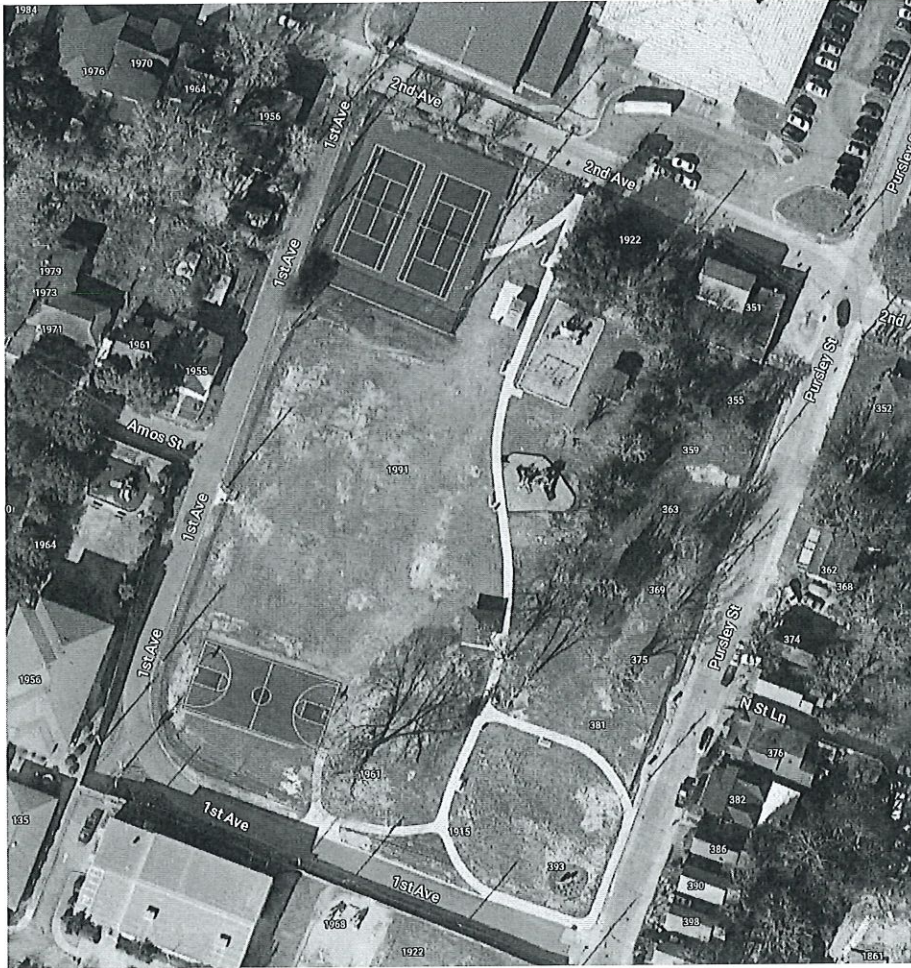
Tree Planting Legend

- (2) Tulip Poplar
- (7) Redbud
- (11) Overcup Oak
- (12) Willow Oak
- (1) Brackens Brown Magnolia
- (9) Sycamore
- (3) Black Gums

Trees Across Georgia Grant
Application

LH Williams Elementary School
1900 Third Ave Macon, GA 31201

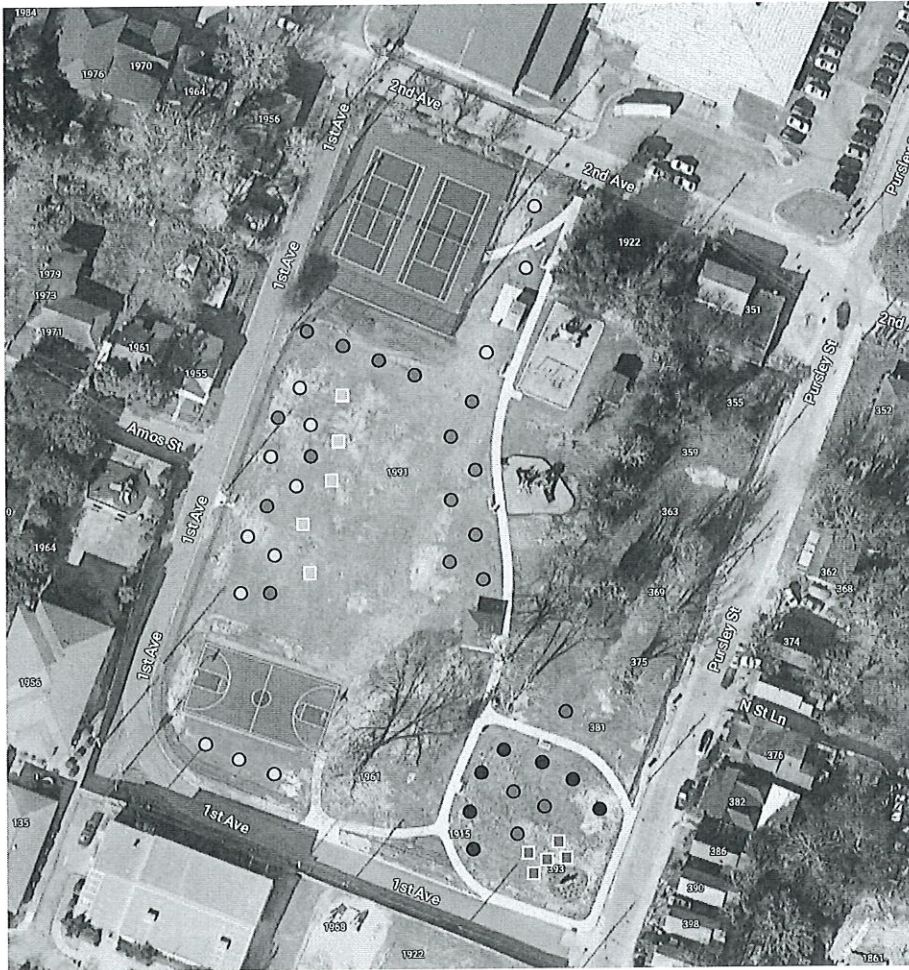
September 27, 2023



Trees Across Georgia Grant
Application

Mattie Hubbard Jones Park
1991 First Ave Macon, 31201

September 27, 2023



Tree Planting Legend

- (13) Tulip Poplar
- (7) Overcup Oak
- (12) Sycamore
- (7) Princeton Elm
- (5) Pecan
- (5) Chaste Tree

Trees Across Georgia Grant
Application

Mattie Hubbard Jones Park
1991 First Ave Macon, 31201

September 27, 2023



Trees Across Georgia Grant
Application

Jefferson Long Park
403 Pecan St. Macon, GA 31201

September 27, 2023



Tree Planting Legend

- (7) Willow Oak
- (7) Princeton Elm
- (3) White Fringe Tree

Trees Across Georgia Grant
Application

Jefferson Long Park
403 Pecan St. Macon, GA 31201

September 27, 2023



Trees Across Georgia Grant
Application

Linear Park
1494 Second Ave. Macon, GA 31202

September 27, 2023



Tree Planting Legend

- (3) Overcup Oak
- (14) Willow Oak
- (5) Princeton Elm
- (10) American Holly
- (6) Sycamore
- (3) Black Gum
- (4) Loquat
- (4) Fig
- (3) Paw Paw
- (5) Pecan
- (4) Persimmon

Trees Across Georgia Grant
Application

Linear Park
1494 Second Ave. Macon, GA 31202

September 27, 2023



Trees Across Georgia Grant
Application

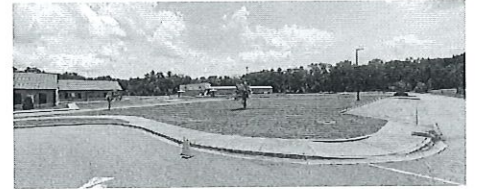
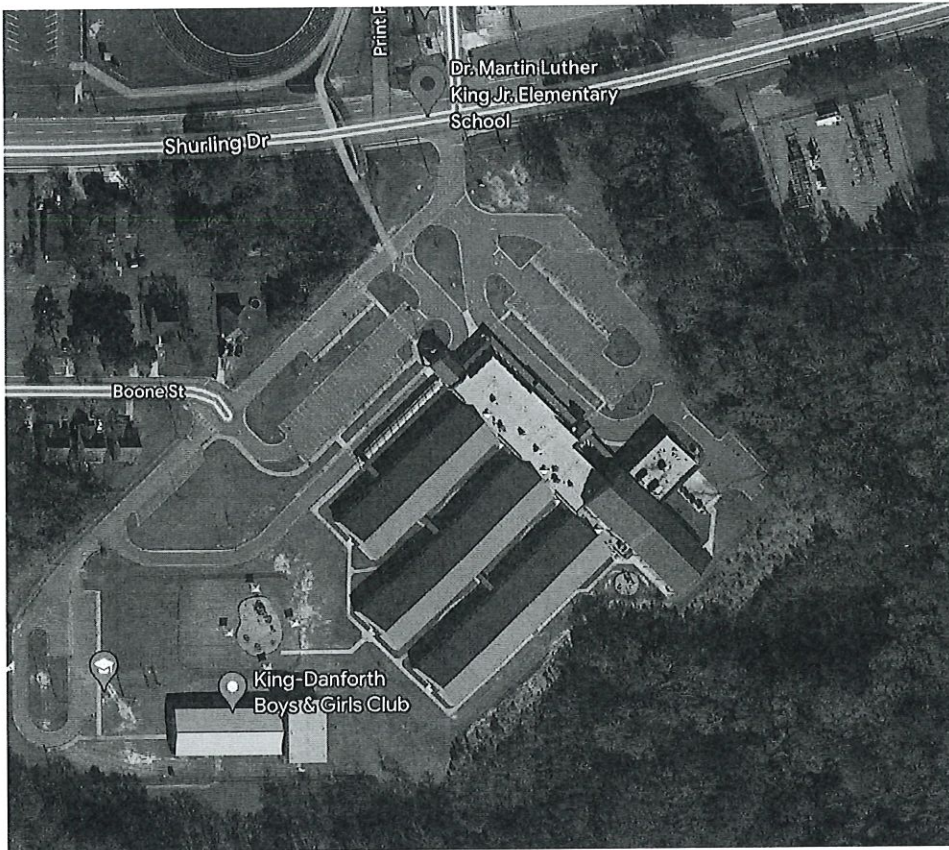
Macon Housing Authority, Davis Village
905 Main St, Macon, Ga 31217

September 27, 2023



Tree Planting Legend

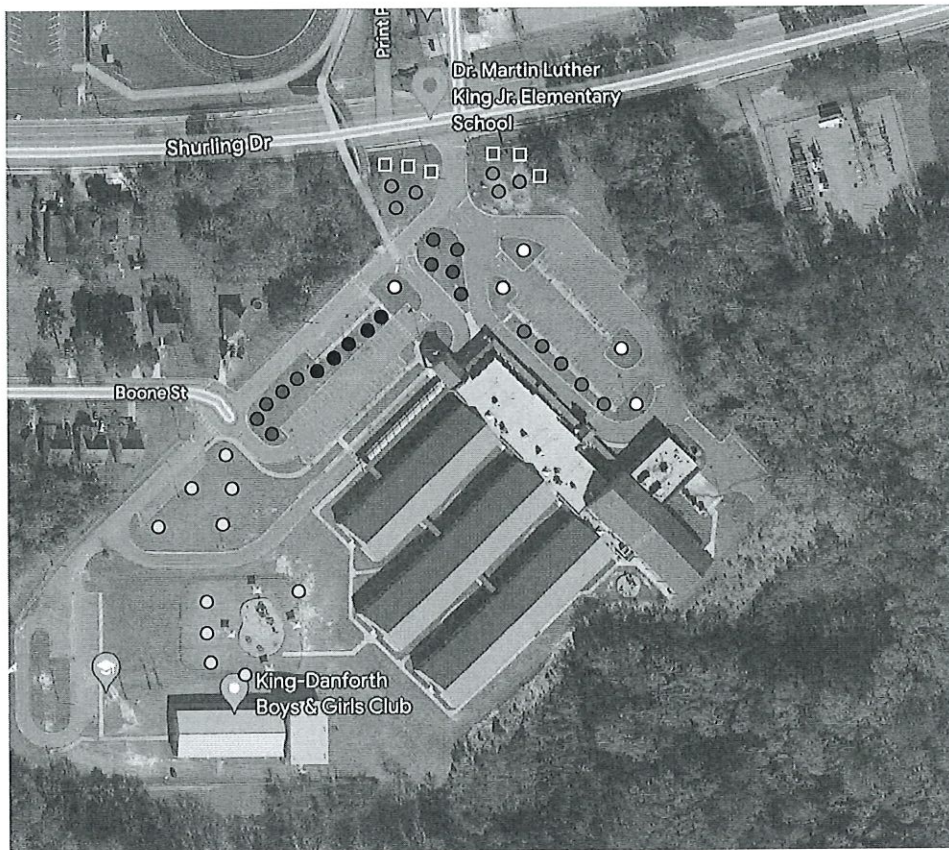
- (8) Overcup Oak
- (13) Willow Oak
- (12) Tulip Poplar
- (28) Princeton Elm
- (6) Eastern Red Cedar
- (18) American Holly
- (18) Fig
- (6) Pecan



Trees Across Georgia Grant
Application

Dr. Martin Luther King Jr. Elementary School
1307 Shurling Dr. Macon, GA 31211

September 27, 2023



Tree Planting Legend

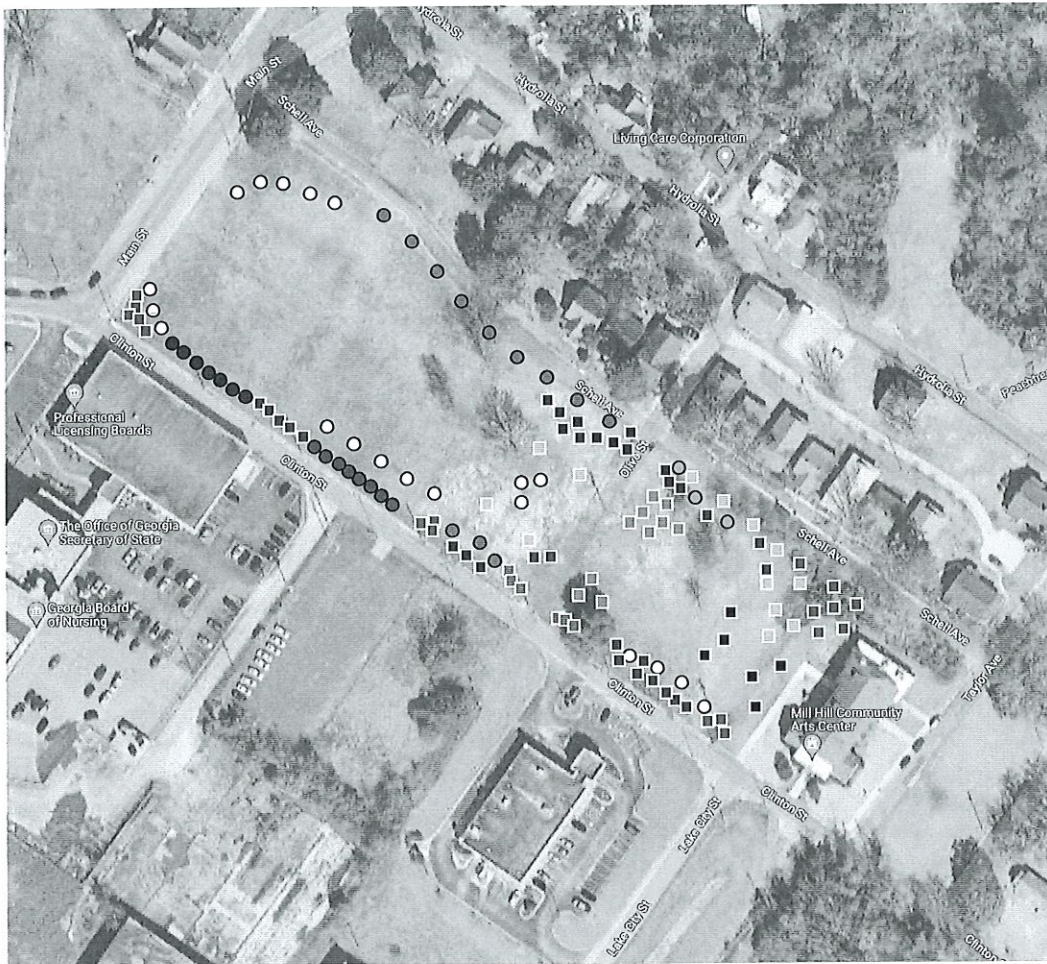
- (10) Tulip Poplar
- (11) Serviceberry
- (10) American Holly
- (6) Little Gem Magnolia
- (5) Willow Oak
- (5) Brackens Brown Magnolia



Trees Across Georgia Grant
Application

East Macon Park
315 Main St. Macon, GA 31217

September 27, 2023



Tree Planting Legend

- (20) Willow Oak
- (3) Eastern Red Cedar
- (9) Sycamore
- (8) American Holly
- (7) Princeton Elm
- (6) Sugar Maple
- (6) Loquat
- (15) Fig
- (3) Paw Paw
- (13) Pecan
- (10) Persimmon
- (15) Serviceberry
- (15) Redbud

Trees Across Georgia Grant
Application

East Macon Park
315 Main St. Macon, GA 31217

September 27, 2023

Tree Schedule

Quantity	Botanical Name	Common Name	Size
6	Acer saccharum	Sugar Maple	15 gal
26	Amelanchier x grandiflora	Serviceberry	7 gal
3	Asimina triloba	Paw Paw	7 gal
9	Carya illinoensis 'Elliot'	Pecan	15 gal
9	Carya illinoensis 'Excel'	Pecan	15 gal
11	Carya illinoensis 'Gloria Grande'	Pecan	15 gal
22	Cercis canadensis	Redbud	15 gal
3	Chionanthus virginicus	White Fringe Tree	7 gal
14	Diospyros virginia	American Persimmon	15 gal
10	Eriobotrya japonica	Loquat	15 gal
37	Ficus carica	Fig	7 gal
46	Ilex opaca 'Greenleaf'	Greenleaf American Holly	15 gal
9	Juniperus virginiana	Eastern Red Cedar	15 gal
37	Liriodendron tulipifera	Tulip Poplar	30 gal
6	Magnolia grandiflora 'Bracken's Brown'	Bracken's Brown Magnolia	30 gal
6	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	30 gal
6	Nyssa sylvatica	Black Gum	15 gal
36	Platanus occidentalis	Sycamore	30 gal
71	Quercus phellos	Willow Oak	45 gal
29	Quercus lyrata	Overcup Oak	45 gal
54	Ulmus americana 'Princeton'	Princeton Elm	45 gal
5	Vitex agnus-castus	Chaste Tree	7 gal
455	TOTAL		

Trees Across Georgia Grant
Application

Tree Planting Schedule

September 27, 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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND DIVISION 15 OF ARTICLE II, CHAPTER 7 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO AMEND THE SIDEWALK CAFE PERMITTING PROCESS; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Article II, Division 15 of Chapter 7 of the Macon-Bibb County Code of Ordinances (the “Code”) governs the permitting process for Sidewalk Cafés located in Central Business District 1 (“Sidewalk Cafés”); and

WHEREAS, Macon-Bibb County desires to amend the Code to provide for an updated permitting and enforcement mechanism for balancing the opportunity for Macon citizens and visitors to enjoy downtown al fresca dining and the need to enforce reasonable rules and regulations for such use of public sidewalks; and

WHEREAS, a copy of the affected Code sections to be repealed and replaced is attached hereto as Exhibit A, and incorporated herein by reference; 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 15 of Article II, Chapter 7 of the Macon-Bibb County Code of Ordinances, concerning Sidewalk Cafés, is hereby repealed in its entirety, and replaced with the following:

Chapter 7 – BUSINESS REGULATIONS

ARTICLE II. – BUSINESSES

DIVISION 15 – SIDEWALK CAFÉS

Sec. 7-381. Definitions.

As used in this article, the following words shall have the meanings as ascribed to them in this section unless the context clearly indicates otherwise:

Applicant. The individual who serves as the point of contact for the Permit application.

Barriers. Barriers, fences, dividers, or any other obstacles or items which separate the Sidewalk Café from the portion of the sidewalk outside the Sidewalk Café.

Department of Code Enforcement. The Department of Code Enforcement of Macon-Bibb County or the successor department designated by the County Manager.

Director. The Director of the Department of Code Enforcement or the successor department designated by the County Manager, or designee thereof.

Establishment. The business premises of the Permittee which uses the Sidewalk Café as an extension of its business in accordance with this chapter and other applicable laws and regulations.

Full Menu Food Service. Restaurant food service available to patrons at Establishments with Sidewalk Café which includes:

- (1) The menu offers a broad range of foods for patrons to choose from including multiple entrees, appetizers, non-alcoholic beverages, and multiple salads, soups, or desserts;
- (2) The menu available is not reduced from the ordinary lunch or dinner menus of the Establishment. Such menus are often referred to as a late night menus or bar food menus;
- (3) A sufficient number of cooks shall be employed to prepare, cook, and serve suitable food at tables with seating both inside the Establishment and in the Sidewalk Café;
- (4) The Establishment shall hold a certificate of inspection and approval from the county health department; and
- (5) At least one meal per day shall be served at least five days a week, with the exception of holidays, vacations, and periods of remodeling, and the serving of such meals shall be the principal business conducted, with the serving of alcoholic beverages to be consumed on the premises as only incidental thereto.

Permit. Sidewalk Café permit per this division of the Macon-Bibb County Code of Ordinances.

Permittee. The term "Permittee" shall mean the individual or entity who is the recipient of a Sidewalk Café permit under the terms and provisions of this chapter.

Sidewalk Café means the location and use of tables and chairs and other associated equipment and furnishings on the public sidewalk or public pedestrian way and operated as an extension of a licensed food service establishment in the Sidewalk Café District, which sidewalk cafe shall be an incidental activity of the establishment.

Sidewalk Café District means and refers to that area of Macon-Bibb County which is designated CBD-1 Central Section of the Central Business District as defined in the Comprehensive Land Development Resolution for Macon-Bibb County.

Sec. 7-382. Permit.

- (a) No person shall operate a Sidewalk Café in the Sidewalk Café District without a Permit issued by the Tax Commissioner, or successor department or office. The Permit shall be renewed on an annual basis. The Permit shall be placed on the Establishment's window at street level in clear view from the sidewalk where the Establishment's Sidewalk Café is located. Sidewalk Café Permits shall only be issued to Permittees for Establishments located in the Sidewalk Café District which offer Full Menu Food Service.
- (b) The permit fee for a Sidewalk Café shall be \$150.00 per year.
- (c) Permits are non-transferable. Permits will expire upon the earlier of transfer of ownership, change in use of the establishment, or December 31st of each year.
- (d) The issuance of a Permit shall not be construed or interpreted to convey any vested property rights or any leasehold rights or interests to any person or business. The holder of a Permit shall have the right to enforce trespass laws within the Permittee's Sidewalk Café. Permittee's use of the Sidewalk Café is subject to the rights of utility companies pursuant to franchise or easement. Prior to acceptance of a Permit, a Permittee shall acknowledge that Permittee has inspected the proposed Sidewalk Café and determined that the area is suitable for its purposes and that it assumes all risks associated with its use of such area.
- (e) County reserves the right to close any sidewalks or portion of sidewalks whenever it deems necessary.

Sec. 7-383. Application and Renewals.

Any person desiring to operate a Sidewalk Café shall submit an application, on a form prescribed by the County Manager or the County Manager's designee to the Tax Commissioner's Office. Renewal applications shall be submitted between September 1st and December 31st of each year. Late submissions may result in expiration of the Permit pending review of the renewal applications. Applicants who submit an initial application on or after July 1st for a permit to expire within six months on the following December 31st shall have the dollar amount of their permit fee reduced by half. The application shall include, but not be limited to, the following:

- (1) Name of Applicant and Permittee;
- (2) Name, address, email address, and telephone number of Establishment and Permittee's designated contact individual;
- (3) A copy of a valid Macon-Bibb County business registration certificate for the establishment of which the sidewalk cafe will be an incidental activity;
- (4) A copy of a current certificate of insurance in the amounts and categories required by Sec. 387.1(b)(1) of this chapter;

- (5) A certificate of good standing from the Permittee and the Applicant as required by Sec. 26-51(d)(1) and Sec. 26-51(d)(2);
- (6) A current lease, property deed, management agreement, or other document demonstrating a right of possession to the property upon which the premises are located;
- (7) Written approval of the owner of the real property parcel where the Establishment is located for the Permittee to operate a Sidewalk Café in the vicinity of the Establishment.
- (8) A sketch identifying the perimeter area, the dimensions of the area, and the dimensions from perimeter to curb or nearest obstacle; and
- (9) Renewal applications shall require the timely submission of all of the requirements herein this Section except Subsections (6), (7), and (8) unless the Permittee or Applicant seeks to alter the Sidewalk Café's perimeter area, the dimensions of the area, or the dimensions from perimeter to curb or nearest obstacle.
- (10) Any other materials required in order to assess compliance with this Division.

Sec. 7-384. Americans with Disabilities Act.

Any person or entity receiving a permit hereunder agrees to fully comply with all applicable requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.

Sec. 7-385. Distance Regulations.

- (a) Sidewalk widths shall be measured the shortest straight-line distance from the building to the curb. A building average is generally calculated by measuring the distance from the most prominent fixed points on a building or store front at their corners, and approximate center in a location that is not utilized for building ingress/egress.
- (b) Sidewalks shall be at least twelve (12) feet wide for a Sidewalk Café to be allowed on one side of the sidewalk either along the building or the curb so long as other distance requirements are met.
- (c) Sidewalks shall be at least nineteen (19) feet wide for a Sidewalk Café to be allowed on both side of the sidewalk along the building and the curb so long as other distance requirements are met.
- (d) The minimum distance between a curb and a Sidewalk Café is four (4) feet or six feet if no other alternative path on the sidewalk allows a minimum width of six (6) feet for pedestrian travel.
- (e) *Limitations on area.* For establishments which adjoin a public pedestrian space other than a conventional sidewalk, the area in which a Sidewalk Café is operated shall be located and be of such dimensions as in the discretion of the Director will not unduly encroach upon said public space.
- (f) Contiguous pedestrian flow must be maintained between two (2) or more adjacent Sidewalk Cafés. If two adjacent Establishments have Sidewalk Cafés, the Establishment which submitted its initial Permit application later shall be obligated if necessary to align its Sidewalk Café to allow for contiguous travel along the public sidewalk.

Sec. 7-386. Regulations regarding furniture, dividers, fences, barriers, and other items in Sidewalk Cafés.

- (a) *Furniture removal within 24 hours' notice.* The Director of Code Enforcement, the Director of the Emergency Management Agency, or other person designated by the Mayor or County Manager may require removal of all tables and chairs used in conjunction with operation of the Sidewalk Café within 24 hours for inclement weather predicted to severely impact Macon in at least 36 hours or as may otherwise be deemed necessary by Macon-Bibb County. The 24 hours' notice shall run from the moment Macon-Bibb County or its agent sends the designated person or establishment email notice or otherwise delivers actual notice to the Permittee via one or more of the points of contact listed in the Permittee's most recent application or renewal application.
- (b) *Furniture regulations.* No upholstered furniture or other indoor furniture not reasonably suited to be subject to the elements for extended periods of time shall be placed in Sidewalk Cafés. Removable seat cushions may be used in Sidewalk Cafés. However, removable seat cushions must be stored indoors in the place of business daily by 10:00 p.m. or within 30 minutes of closing time, whichever is later. Chairs, umbrellas, and all items weighing forty (40) pounds or less shall be removed from the Sidewalk Café and stored within the Establishment. Furniture and items in Sidewalk Café shall be in good and safe condition. Furniture shall not be permanently affixed to the sidewalk. The Director shall otherwise have the authority to prescribe standards for the type, color and quality of tables, chairs, umbrellas or other approved associated equipment and furnishings used in conjunction with a Sidewalk Café as herein defined. If such standards are imposed, then a copy of such standards shall remain on file in the Code Enforcement Department.
- (c) *Minimum umbrella criteria.* Umbrellas and their bases shall not be permanently affixed to the sidewalk and must be no less than the weights and pole diameters listed here. Umbrellas shall never exceed thirteen (13) feet in diameter and shall not open to a public space which is outside the Sidewalk Café:
- (1) 5 feet diameter and below: 50-pound base weight and 1.5" pole diameter.
 - (2) More than 5 feet to 7.5 feet: 80-pound base weight and 1.5" pole diameter.
 - (3) More than 7.5 feet to 10 feet: 100-pound base weight and 1.75" pole diameter.
 - (4) More than 10 feet to 13 feet: 130-pound base weight and 2" pole diameter.
- (d) *Barriers, fences, dividers.* Permanently affixed Barriers as defined in Section 7-381 are strictly prohibited. Permittees may use movable Barriers to separate the Sidewalk Café from the portion of the sidewalk outside the Sidewalk Café if Barriers are regularly removed from the Sidewalk Café in accordance with the furniture regulations in subsection (b) of this Section, with the exception that Barriers must be removed regardless of whether such items weigh greater than or equal to 40 pounds. Barriers shall not be less than three feet or more than four feet in height.
- (e) *Legacy exception.* Permanent fencing or other barriers installed prior to March 19, 2024 may be allowed to continue operation so long as said improvements are compliant with the requirements of the Americans with Disabilities Act as currently existing or as may

be hereafter amended. However, upon the change of ownership of the Establishment at which the Permittee holds the Sidewalk Café Permit or period of expiration of the Permit for at least one year, Macon-Bibb County may require the owner to remove the fencing or replace the fencing with removable fencing and repair any and all damage caused to the sidewalk by the removal of the permanent fencing and installation of the removable fencing.

- (f) Notwithstanding any other provision in this Division, no Establishment shall be permitted to place any furniture, Barrier, or other obstruction or item in the sidewalk path of travel that must be preserved under this Division, and any such obstruction shall be subject to removal or relocation without notice.

Sec. 7-387. Other Regulations.

- (a) *Limited operation after food service ceases.* The Sidewalk Café shall close and cease table service no later than one hour after Full Menu Food Service ceases before the Establishment's daily closing time. Patrons may still use the Sidewalk Café, but service and receipt of orders in the Sidewalk Café by the Permittee shall cease.
- (b) *Lighting.* Adequate exterior lighting must be provided for use of a Sidewalk Café in operation between dusk and dawn.
- (c) *Alcoholic beverages/open containers.* Permittees and their patrons shall be exempt from any restrictions on possession of open containers of alcoholic beverages, as provided in Chapter 4 of this Code, within the Sidewalk Café, if the Establishment is otherwise licensed to sell such alcoholic beverages under all applicable laws and ordinances. All relevant provisions of Chapter 4 - Alcoholic Beverages in this Code shall be enforced regarding the sale, service, possession, and consumption of alcoholic beverages.
- (d) *Food and beverage preparation and sales.* Food and beverage preparation of any kind within the Sidewalk Café shall be strictly prohibited as well as food service appurtenances. Sales shall be restricted to individuals patronizing the Sidewalk Café and shall be prohibited to pedestrians traveling on the sidewalk. Such pedestrians may be offered food and drink service inside the Establishment.
- (e) *Permits at adjacent locations.* Sidewalk Cafés shall not encroach upon the sidewalk in front of adjacent structures unless the Applicant submits to the Director an agreement signed by the owner of the adjacent structure and occupant of the sidewalk level space in the adjacent structure nearest to the Applicant's business, then the Sidewalk Café Permit may include sidewalks of the immediately adjacent structure as well.
- (f) No Establishment, nor Sidewalk Café that is permitted pursuant to this division, shall be ordered closed, or constructively closed, for any street party or similar event in the Sidewalk Café District regardless of street closings related to said parties and events unless specifically ordered by resolution of the mayor and commission.

Sec. 7-387.1. Insurance Requirements

- (a) Except for actions arising out of Macon-Bibb County's sole negligence, the permittee shall indemnify, defend, save, and hold harmless the Consolidated Government of Macon-Bibb County, its officers and employees, from any and all claims, liability, damages, and causes of action which may arise out of the permit or the permittee's activity on the premises.

- (b) The Permittee shall meet and maintain for the entire permit period, at its own expense, the following requirements:
 - (1) Commercial general liability in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage. The Consolidated Government of Macon-Bibb County must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.
 - (2) The Consolidated Government of Macon-Bibb County must receive 30 days' written notice prior to any cancellation, non-renewal, or material change in the coverage provided.
 - (3) The Permittee must provide an original certificate of insurance as evidence that the above requirements have been met prior to issuance or renewal of a permit.

Sec. 7-387.2. Revocation and suspension of permit.

- (a) Mayor or County Manager or their designee may revoke or suspend Permits for violations of this Division or local ordinance by the Permittee, or for the any activity in the Sidewalk Café which is a threat to public health, welfare, or safety.
- (b) Revocations are subject to review by the Municipal Court or other Bibb County court with jurisdiction to hear matters pertaining to the Macon-Bibb County Code of Ordinances. The revocation or suspension shall be denied by the court if the revocation lacks substantial justification because the grounds for revocation or suspension are substantially arbitrary or frivolous, substantially groundless and not based upon violation of this Division or other applicable law or regulation, or substantially vexatious. Notice of the action and hearing date, time, and location to revoke or suspend the Permit shall be served on the Permittee and owner of the real property where the Establishment is located via certified mail, return receipt requested, overnight statutory delivery, or personal service delivered to the manager on duty of the Establishment.
- (c) Permits may be revoked or suspended for a period up to 12 months depending upon history and severity of violations.
- (d) Violations of this Division shall be subject to fines of up to \$400 for a first offense per annual permit period. Subsequent fines may be issued up to \$800 per offense per day. Each day in which a violation continues shall constitute a separate offense.
- (e) Permittees and persons acting for or employed by Permittees are responsible for compliance with this Division. Landowners of Establishments who are not the Permittees of said Establishments and are not acting for or employed by Permittees are not liable for violations of this Division.

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 September 1, 2024, upon its approval by the Mayor or upon its adoption into law without such approval. Sidewalk Café permits shall be required for all Sidewalk Cafés subject to regulation pursuant to this Ordinance effective on and after January 1, 2025. 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 _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

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EXHIBIT A

DIVISION 15. SIDEWALK CAFES

Sec. 7-381. Purpose.

The purpose of this division is to provide for regulation of sidewalk cafes operated by qualified restaurants on public sidewalks in the downtown area, and to more fully promote the public interest by contributing to a viable and attractive commercial and pedestrian environment. In recognition thereof, reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, and the interest of Macon-Bibb County and the primary use of the public streets and sidewalks by vehicular and pedestrian traffic.

Sec. 7-381.1. Qualifications; special permit.

The use of sidewalks for restaurant tables shall only be permitted incidental to the operation of a qualified, registered restaurant on private property. For purposes of this chapter, a qualified, registered restaurant would be one which derives at least fifty (50) percent of its total annual gross food and beverage sales revenues from the sale of prepared meals or food. A special permit to conduct such use shall be allowed for by the Tax Commissioner and shall become effective on the date of issuance and shall automatically expire on the following March 31st. Permits for sidewalk cafes may be renewed yearly between January 1st and March 31st. A request for the use of sidewalks shall be subject to approval of the urban development authority, compliance with this Code and building code regulations, and all other legal requirements.

(Ord. No. O-21-0081 , § 1(Exh. A), 10-19-2021)

Sec. 7-381.2. No closing of sidewalk cafes for special events.

No restaurant, nor sidewalk cafe that is permitted pursuant to this division, shall be ordered closed, or constructively closed, for any street party or similar event in the central business district regardless of street closings related to said parties and events unless specifically ordered by resolution of the mayor and commission.

Sec. 7-382. Restrictions on use of sidewalks.

- (a) In no event shall the uses permitted by this division reduce that portion of any sidewalk customarily used by pedestrians to less than five (5) feet in width. At least a 15-foot setback from the street curbs at street intersection corners shall be maintained. Additionally, contiguous pedestrian flow must be maintained between two (2) or more adjacent sidewalk cafes.
- (b) Tables and chairs cannot be placed more than ten (10) feet from the front of the building in which the food is prepared, except as provided otherwise in subsection (g).
- (c) Tables and chairs and all other unsecured fixtures that are not fully secured must be removed from the sidewalk at the close of business of the restaurant and shall be so stored during all nonoperating hours.
- (d) Macon-Bibb County reserves the right of access to all portions of the sidewalk included in areas permitted for the purposes of sidewalk repair or other necessary purposes.
- (e) Persons issued permits pursuant to this section shall maintain the sidewalk area in a clean and safe condition.
- (f) Only the area in front of a restaurant, as defined by projecting its interior width outward perpendicular to the street to a point at which it intersects the roadway, can be used by the restaurant, unless the licensee has a written agreement with adjacent property owners to use part of the sidewalk area in front of his business. Placement of tables and chairs will be permitted in areas more than ten (10) feet from the front of the building only when the permitting authorities determine it is in the best interest of the public to permit such placement. All tables and chairs must be of a design, material, and specification suitable for outside dining. The sidewalk cafe area may be delineated by the use of non-permanent decorative devices such as railings, potted plants, decorative chain fencing or other such fixtures approved by the Urban Development Authority and Macon-Bibb County. The permanent anchoring of railings, fencing, or other fixtures may be

approved by the Urban Development Authority and Macon-Bibb County with assurances that the sidewalk will be repaired upon closure of the sidewalk cafe business. Such railing or fencing material shall be approved by the permitting authorities and shall be similar in design, material and construction for all sidewalk cafes.

- (g) Sidewalk cafes will only be permitted in the CBD-Central Business District Zone as defined by the comprehensive land development resolution for Macon-Bibb County. Actual location approval within said district shall be at the discretion of the Urban Development Authority and Macon-Bibb County.
- (h) Except as specifically provided in this division, the ownership, operation and maintenance of a sidewalk cafe shall be subject to all applicable laws, ordinances and regulations.
- (i) The distance requirements of subsection (a) and (b), shall not apply to nonconforming sidewalk café locations that were approved by the Macon-Bibb County Urban Development Authority prior to November 15, 1994.

Sec. 7-383. Permit—Procedure.

- (a) An applicant for a permit under this division shall file his application therefore with the Tax Commissioner on forms provided by the Tax Commissioner. In addition to the application form, petitioner must submit a site plan of the proposed area and photos or specifications of the proposed furnishings and accessory signage.
- (b) The Tax Commissioner shall refer the application package to the Urban Development Authority, who shall consider the application and conduct a hearing thereon. The Urban Development Authority shall notify by mail the property owners and tenants at the three (3) adjacent business locations on both sides of the proposed sidewalk cafe of the time and place at which such application shall be considered by the authority.
- (c) Upon Tax Commissioner or his designee shall verify approval of the Urban Development Authority, that the applicant is a qualified, registered restaurant operator in good standing at the specified location, payment of appropriate fees, and compliance with all other requirements of this chapter, a permit may be issued by the Tax Commissioner.
- (d) An applicant who shall be refused a permit by the Department of Business and Development Services due to disapproval of his application by the Urban Development Authority shall have ten (10) days from the date of such refusal to appeal to the commission, whose decision shall be final.

(Ord. No. O-21-0081 , § 1(Exh. A), 10-19-2021)

Sec. 7-384. Same—Insurance prerequisite.

- (a) No permit shall be issued pursuant to this section, unless the applicant shall furnish to the Tax Commissioner evidence of public liability insurance, naming Macon-Bibb County and the Macon-Bibb County Urban Development Authority as co-insured parties and insuring them against any liability resulting from the uses permitted pursuant to this section. The coverage shall not be less than five hundred thousand dollars (\$500,000.00).
- (b) No permit issued pursuant to the provisions of this chapter shall be valid at any time the insurance required by this section is not maintained and evidence of its continuance filed with the Tax Commissioner.

(Ord. No. O-21-0081 , § 1(Exh. A), 10-19-2021)

Sec. 7-385. Same—Revocation.

The permit may be revoked at any time by written notice to be served by the Tax Commissioner on the permittee; such service to be by certified mail or personal service. Upon receipt of such revocation notice, the permittee shall have ten (10) days to appeal such revocation to the commission, whose decision shall be final.

(Ord. No. O-21-0081 , § 1(Exh. A), 10-19-2021)

Sec. 7-386. Same—Fees.

An annual fee of one hundred thirty dollars (\$130.00) shall be due concurrent with the due date of the business occupation tax of the restaurant and shall be paid to the Tax Commissioner. All fees required herein shall be in addition to any other fees or payments required elsewhere in this Code.

(Ord. No. O-21-0081 , § 1(Exh. A), 10-19-2021)

Sec. 7-387. Same—Refunds and prorations.

- (a) When the permit fee has been paid during the first half of the calendar year, and the person paying such fee discontinues the business during the first half of the calendar year, the mayor and Tax Commissioner may authorize the refunding of one-half of such fee, provided all other fees and taxes owing by such person have been paid.
- (b) On any new sidewalk cafe permitted by Macon-Bibb County after July first of each year, the permit fee shall be one-half of the amount as set by ordinance.

(Ord. No. O-21-0081 , § 1(Exh. A), 10-19-2021)



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 BRENDA LYN BAILEY |

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE RECOMMENDATION OF FACILITIES MANAGEMENT TO DENY THE REQUEST FOR THE INSTALLATION OF ADDITIONAL STREET LIGHTS AT 218 WESLEY JOE COURT AND OTHER NEARBY LOCATIONS DESCRIBED HEREIN PURSUANT TO ARTICLE X OF CHAPTER 29 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section IV, Paragraph II of the Constitution of Georgia, and pursuant to Section 29-201 et. seq. of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to install, operate and maintain all approved residential street lights located on public streets in Macon-Bibb County, Georgia; and

WHEREAS, Section 29-201, et seq., of the Macon-Bibb County Code of Ordinances outlines the requirements for requests for installation of street lighting for existing public streets, existing private streets and new developments; and

WHEREAS, on or about November 10, 2023, Facilities Management received a request for review of lighting conditions and the installation of additional street lighting along the cul-de-sac located on Layla Court, Macon, Georgia; along the cul-de-sac located on Delenn Drive and at the intersection of Delenn Drive where it meets Wesley Joe Court, Macon, Georgia; along the cul-de-sac located on Wesley Joe Court, Macon, Georgia; and along the cul-de-sac located on Kenna Way, Macon, Georgia, in Macon-Bibb County. The requestor requested 7 street lights to be added; and

WHEREAS, a copy of this request, and the report of the Facilities Management Department, are attached hereto at Exhibit "A"; and

WHEREAS, in response to this request, the Macon-Bibb County Facilities Management Department investigated the lighting conditions along and around those roadway(s), noting existing conditions and structures, and found cause to recommend denial of the request for additional street lighting at the requested location; and

WHEREAS, upon Facilities Management’s survey of the requested areas and existing facilities, it was found that no overhead utility poles were located in the area as shown in Exhibit “A”; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(c), Macon-Bibb County shall only consider requests in areas that have above-ground utility poles, installation of which may be done by agreement between the adjacent property owners and the power company serving that area; and

WHEREAS, based on the findings of the survey based on the findings of the survey, taking into account the lack of overhead poles, the Facilities Management department found reason to recommend denial of the request for a street light to be installed as along the cul-de-sac located on Layla Court, Macon, Georgia; along the cul-de-sac located on Delenn Drive and at the intersection of Delenn Drive where it meets Wesley Joe Court, Macon, Georgia; along the cul-de-sac located on Wesley Joe Court, Macon, Georgia; and along the cul-de-sac located on Kenna Way, Macon, Georgia,,; and

WHEREAS, the monthly cost for an individual street light to be installed and added to the County street light system is \$16.50 per street light per month; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(e), the monthly costs for all street lights approved to be added in FY 2024 to date is \$5,741.77; and

WHEREAS, the Macon-Bibb County Commission desires to accept the recommendation of Facilities Management and deny the request for additional street lights at the requested locations; 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 request for the installation of additional street light along the cul-de-sac located on Layla Court, Macon, Georgia; along the cul-de-sac located on Delenn Drive and at the intersection of Delenn Drive where it meets Wesley Joe Court, Macon, Georgia; along the cul-de-sac located on Wesley Joe Court, Macon, Georgia; and along the cul-de-sac located on Kenna Way, Macon, Georgia, is hereby denied.

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

EXHIBIT A

STREET LIGHT REQUEST FORM

Per the Macon-Bibb Street Light Ordinance - ALL street light request MUST be received in writing.
via the email addresses below or mailed in the self addressed stamped envelope provided.



Macon-Bibb County Facilities Management
Address: 1000 Seventh Street; Macon, Ga. 31206
Email: ltaylor@maconbibb.us and cbell@maconbibb.us
Fax: (478) 751-9148 Phone: (478) 7519260

DETAILS

Date: 11 / 10 / 23
Property Address: 218 WESLEY JOE CT, LIZELL, GA 31052
Requestors Name: HAZEL B. HARRIS & SOLOMON HARRIS
Requestors Phone Number: 213 - 300 - 8145
Requestors E-Mail Address: hazelaqua247@gmail.com

REQUEST

Specific Street Name requesting light for: (Yard)
218 Wesley Joe Court - Cul-De-Sac For
LAYLA Court; Cul-De-Sac For DELENN DR
AND AT Entrance; Cul-De-Sac Wesley Joe Court
Cul-De-Sac KENN A Way 7
How Many Lights are you requesting? 7

Is your Electric Distribution: Overhead Wiring ☐ Underground ☒

Additional Comments:

We need lights at our front entrance on
DELENN DR For Danielle Estates, All 4
Cul-de-sacs in our subdivision please

Signature: Hazel Black Harris

Date: 11-13-23

OFFICE USE ONLY

Date Received: 11/13/2023 Received by: Cassandra
Form Sent to: Tison Date: 11/13/2023

FACILITIES MANAGEMENT

MACON-BIBB COUNTY GOVERNMENT



off Rogers Rd.
Delaware Dr.
10
Wesley Joe Ct.

SR# 1999	Date Received	Function #	Code	Location
E231738	11/1/2023 11:45:00 AM	191E	50	218 WESLEY JOE COURT

Complaint
STREET LIGHT REQUEST

Reported By	Phone	Account #
HAZEL HARRIS	(478) 219-9372	
Instructions	Projects	

Date/Time Answered:	Date/Time Arrived
2/1/2024 10am	

Service Performed

AFTER Surveying REQUESTED LOCATIONS AND NOTING THE ENTIRE SUB-DIV IS UNDERGROUND UTILITY SERVED BY SOUTHERN RIVERS EMC. I RECOMMEND DENIAL.

Technicians	Date/Time Completed	Total Time
Jason Smith	2/1/2024 11am	
Veh #1	Begin Mileage #1	End Mileage #1
70340	42650	42670
End Mileage #2	Total Miles #2	Veh #3
Begin Mileage #3	End Mileage #3	Total Miles #3

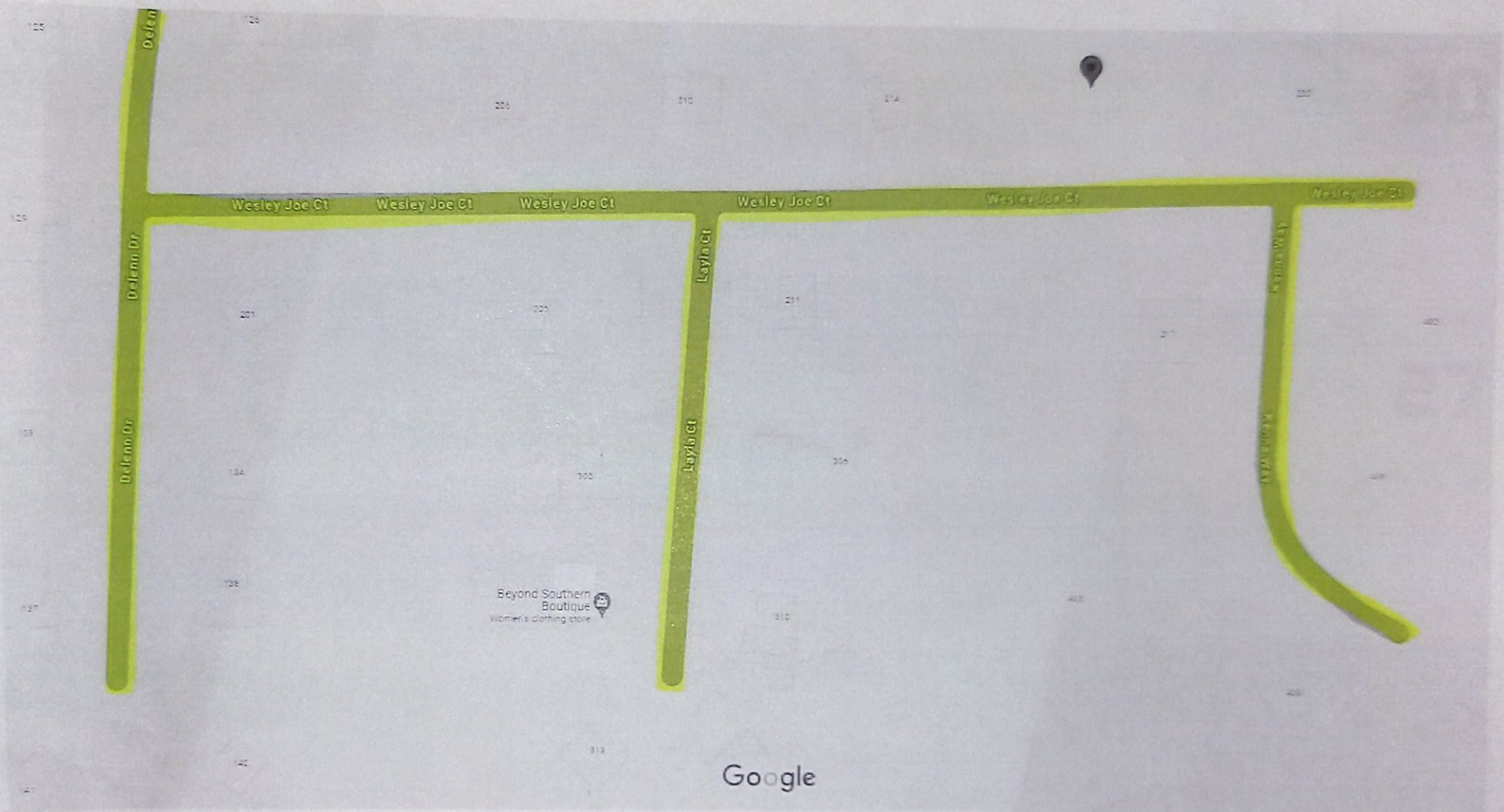
Material	Cost

After Hours	Time Left Home	Time Back Home	Total Overtime
☐			

☐ Traffic Signal PM

Print

Google Maps 218 Wesley Joe Ct



* ENTIRE SUB-DIV. IS UNDERGROUND UTILITY

- DEJANN DR
- WESLEY JOE CT
- LAYLA CT
- KENNIA WAY

Map data ©2024 50 ft



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 BRENDA LYN BAILEY |

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE RECOMMENDATION OF FACILITIES MANAGEMENT TO DENY THE REQUEST FOR THE INSTALLATION OF ADDITIONAL STREET LIGHTS AT 702 BRIGHT STREET PURSUANT TO ARTICLE X OF CHAPTER 29 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section IV, Paragraph II of the Constitution of Georgia, and pursuant to Section 29-201 et. seq. of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to install, operate and maintain all approved residential street lights located on public streets in Macon-Bibb County, Georgia; and

WHEREAS, Section 29-201, et seq., of the Macon-Bibb County Code of Ordinances outlines the requirements for requests for installation of street lighting for existing public streets, existing private streets and new developments; and

WHEREAS, on or about November 27, 2023, Facilities Management received a request for review of lighting conditions and the installation of additional street lighting at or near 702 Bright Street, Macon, Georgia, in Macon-Bibb County. The requestor requested an unspecified number of street lights to be added; and

WHEREAS, a copy of this request, and the report of the Facilities Management Department, are attached hereto at Exhibit “A”; and

WHEREAS, in response to this request, the Macon-Bibb County Facilities Management Department investigated the lighting conditions along and around that roadway, noting existing conditions and structures, and found cause to recommend denial of the request for additional street lighting at the requested location; and

WHEREAS, upon Facilities Management’s survey of the requested areas and existing facilities, it was found that one or more street lights were installed in the immediate vicinity of 702 Bright Street, Macon, Georgia as shown in Exhibit “A”; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(b), Facilities Management determined upon inspection that adequate light saturation was provided by the existing street lights in the vicinity of the location of the requested street light, 702 Bright Street, Macon Georgia; and

WHEREAS, based on the findings of the survey, taking into account the existing street light in the immediate vicinity of 702 Bright Street, Macon, Georgia; the Facilities Management department found reason to recommend denial of the request for a street light to be installed as to 702 Bright Street, Macon, Georgia; and

WHEREAS, the monthly cost for an individual street light to be installed and added to the County street light system is \$16.50 per street light per month; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(e), the monthly costs for all street lights approved to be added in FY 2024 to date is \$5,741.77; and

WHEREAS, the Macon-Bibb County Commission desires to accept the recommendation of Facilities Management and deny the request for additional street lights at the requested locations; 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 request for the installation of additional street lights at 702 Bright Street, Macon, Georgia is hereby denied.

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

EXHIBIT A

STREET LIGHT REQUEST FORM

Per the Macon-Bibb Street Light Ordinance - ALL street light request MUST be received in writing via the email addresses below or mailed in the self addressed stamped envelope provided



Macon-Bibb County Facilities Management
Address: 1000 Seventh Street; Macon, Ga. 31206
Email: ltaylor@maconbibb.us and cbell@maconbibb.us
Fax: (478) 751-9148 Phone: (478) 7519260

DETAILS

Date: 11 / 27 / 2023

Requestors Name: Nadine Johnson

Requestors Address: 1312 Joe Kennedy Rd NE Glennville, GA 30427

Requestors Phone Number: 912-254-2090

Requestors E-Mail Address: CapitalEssentialco@gmail.com

REQUEST

Specific Address/Area/Street Name requesting light for (provide as much information as possible so the correct area/location is surveyed):

702 Bright St. Macon, GA 31201

Is your Electric Distribution: Overhead Wiring ☐ Underground ☒

Additional Comments (provide as much information as possible):

Property is currently under new construction.

Requestors Signature: 

Date: 11/27/2023

OFFICE USE ONLY

Date Received: 12/4/2023

Received by: Cassandra

Form Sent to: _____

Date: _____

8231893

FACILITIES MANAGEMENT

MACON-BIBB COUNTY GOVERNMENT



SR# 1999	Date Received	Function #	Code	Location
E231893	12/4/2023 8:53:00 AM	191E	5	702 BRIGHT ST

Complaint
SURVEY AREA FOR STREET LIGHT INSTALLATION.

Reported By
NADINE JOHNSON

Phone
(912) 254-2090

Account #

Projects
Street Lights

Instructions
- ADDRESS SATURATION AT
RECOMMENDED DENIAL REQUESTED LOCATION.

Date/Time Answered:
2/14/2024 9am

Date/Time Arrived

Area Surveyed HAS OVERHEAD UTILITY (REQUESTER SAID IT WAS UNDERGROUND)
ALSO REQUESTED LOCATION IS AN EMPTY LOT W/ TWO EXISTING SIGNS.

Technicians JASON SMITH	Date/Time Completed 2/14/2024 10am	Total Miles #1	Veh #2	Begin Mileage #2
Veh #1 70340	End Mileage #1 42957	Total Miles #2	Veh #3	End Mileage #3
End Mileage #2	Total Miles #3	Begin Mileage #3	End Mileage #3	Total Miles #3
Material				Cost

Requester
Persons in Gansville GA.

After Hours
Time Left Home

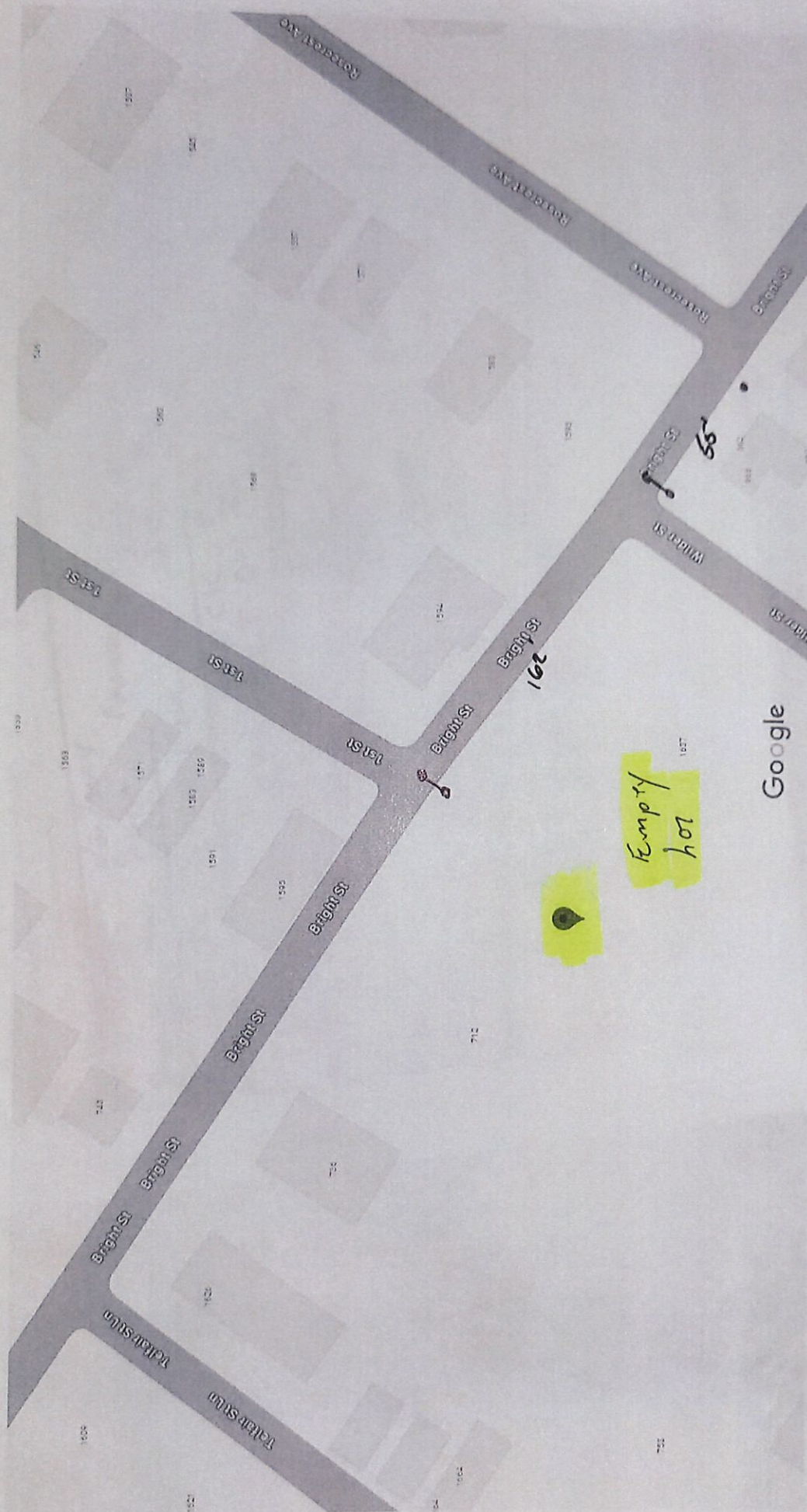
Time Back Home

Total Overtime

☐ Traffic Signal PM

Print

Google Maps 702 Bright St



* OVERHEAD GRILLY

* NO SIDE WALKS

* EXISTING CRD
DR. GR.

* utility pole



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 BRENDA LYN BAILEY |

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE RECOMMENDATION OF FACILITIES MANAGEMENT TO DENY THE REQUEST FOR THE INSTALLATION OF ADDITIONAL STREET LIGHTS AT BARRINGTON HALL DRIVE PURSUANT TO ARTICLE X OF CHAPTER 29 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section IV, Paragraph II of the Constitution of Georgia, and pursuant to Section 29-201 et. seq. of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to install, operate and maintain all approved residential street lights located on public streets in Macon-Bibb County, Georgia; and

WHEREAS, Section 29-201, et seq., of the Macon-Bibb County Code of Ordinances outlines the requirements for requests for installation of street lighting for existing public streets, existing private streets and new developments; and

WHEREAS, on or about January 9, 2024, Facilities Management received a request for review of lighting conditions and the installation of additional street lighting along Barrington Hall Drive between Estes Road and Barrington Place Way, in Macon-Bibb County. The requestor requested an unspecified number of street lights to be added along the aforementioned roadway; and

WHEREAS, a copy of this request, and the report of the Facilities Management Department, are attached hereto at Exhibit "A"; and

WHEREAS, in response to this request, the Macon-Bibb County Facilities Management Department investigated the lighting conditions along and around that roadway, noting existing conditions and structures, and found cause to recommend denial of the request for additional street lighting at the requested location; and

WHEREAS, upon Facilities Management's survey of the requested areas and existing facilities, it was found that no overhead utility poles were located in the area as shown in Exhibit "A"; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(c), Macon-Bibb County shall only consider requests in areas that have above-ground utility poles, installation

of which may be done by agreement between the adjacent property owners and the power company serving that area; and

WHEREAS, based on the findings of the survey, based on the findings of the survey, taking into account the lack of overhead poles, the Facilities Management department found reason to recommend denial of the request for a street light to be installed as to Barrington Hall Drive between Estes Road and Barrington Place Way, in Macon-Bibb County; and

WHEREAS, the monthly cost for an individual street light to be installed and added to the County street light system is \$16.50 per street light per month; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(e), the monthly costs for all street lights approved to be added in FY 2024 to date is \$5,741.77; and

WHEREAS, the Macon-Bibb County Commission desires to accept the recommendation of Facilities Management and deny the request for additional street lights at the requested locations; 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 request for the installation of additional street lights at Barrington Hall Drive between Estes Road and Barrington Place Way, in Macon-Bibb County is hereby denied.

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

EXHIBIT A

STREET LIGHT REQUEST FORM

*Per the Macon-Bibb Street Light Ordinance - ALL street light request MUST be received in writing.
via the email addresses below or mailed in the self addressed stamped envelope provided.*



Macon-Bibb County Facilities Management
Address: 1000 Seventh Street; Macon, Ga. 31206
Email: ltaylor@maconbibb.us and cbell@maconbibb.us
Fax: (478) 751-9148 Phone: (478) 7519260

DETAILS

Date: 01 / 09 / 2024

Requestors Name: Susan Hardee, Tivoli Place HOA President

Requestors Address: PO Box 161, Bolingbroke, GA 31004

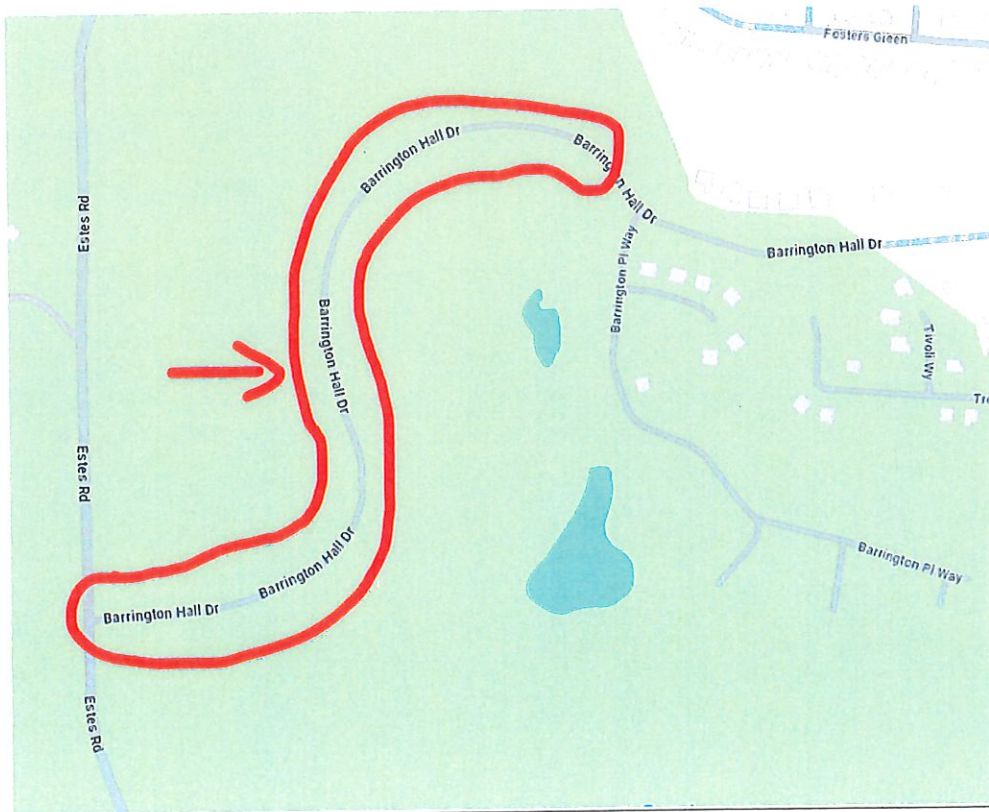
Requestors Phone Number: (571) 839-8081

Requestors E-Mail Address: president.tivoliplacehoa@gmail.com

REQUEST

Specific Address/Area/Street Name requesting light for (provide as much information as possible so the correct area/location is surveyed):

Requesting streetlights be installed along Barrington Drive where it meets Estes Road (between Estes Road and the circle where the Barrington Hall Golf Course Club bathrooms are located).



Is your Electric Distribution: Overhead Wiring ☒ Underground ☐

Additional Comments (provide as much information as possible):

Not having streetlights on the road creates a safety hazard when pedestrians traverse the road at dusk and in the early morning hours walking for exercise. Additionally, there is no visibility of/for motorists whose vehicles break down along the road at night or during the early morning hours, which is essentially leaving them stranded on a very, very dark road. Also, we are having issues with drivers speeding down the road and performing donuts along the road at night in the dark, other individuals are dumping waste, and other individuals are dumping dogs the no longer want. Golfers also cross the road traversing from one side of the golf course to the other. The Barrington Hall and internal subdivision community feels adding lights to the road will assist in deterring the reckless driving behavior, dumping of waste, and animals, and provide for the safety and security of the community membership and golfers who use the road to enter and exit the neighborhood and traverse around the golf course. As the new developers at Barrington Place subdivision completes the build out of the new homes additional members of the community will begin to use the road which will result in additional vehicles and pedestrian traffic using the road and subsequently compound the safety risk.

Requestors Signature: Susan Hardee, Tivoli Place HOA President

Date: January 9th, 2024

OFFICE USE ONLY

Date Received: 01/09/2024

Received by: Cassandra

Form Sent to: Tyson

Date: 01/09/2024

FACILITIES MANAGEMENT

MACON-BIBB COUNTY GOVERNMENT



SR# 1999	Date Received	Function #	Code	Location
E240027	1/9/2024 2:05:00 PM	191E	5	BARRINGTON HALL DR

Complaint
SURVEY BARRINGTON HALL DRIVE FROM THE BEND AT BARRINGTON PL WAY TO ESTES RD FOR STREET LIGHTS TO BE INSTALLED.

Reported By	Phone	Account #
SUSAN HARDEE	(571) 839-8081	

Instructions	Projects
	Street Lights

Date/Time Answered:	Date/Time Arrived
2/19/2024 10:15 AM	

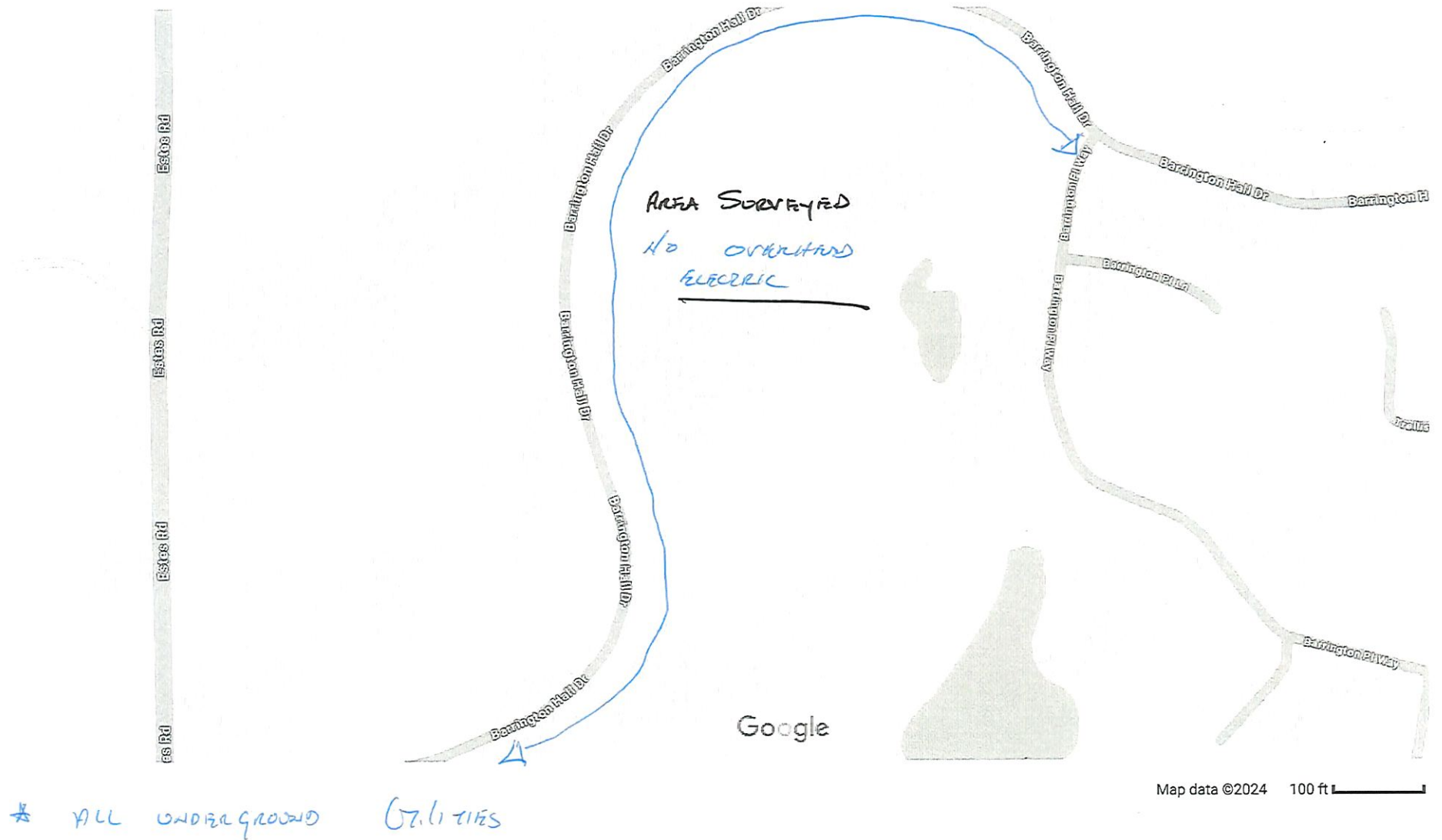
Service Performed
ALL UNDERGROUND UTILITIES. NO OVERHEAD UTILITIES ALONG BARRINGTON HALL DR OR @ INTERSECTION of Barrington Hall Dr + ESTES DR. RECOMMEND DENIAL.

Technicians	Date/Time Completed	Total Time
JASON SMITH	2/19/2024 11 AM	
Veh #1	Begin Mileage #1	End Mileage #1
70340	73071	43084
End Mileage #2	Total Miles #2	Veh #3
Material	Begin Mileage #3	End Mileage #3
	Total Miles #3	Cost

After Hours	Time Left Home	Time Back Home	Total Overtime	☐ Traffic Signal PM

Print

Google Maps





LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **COMMISSIONER VALERIE WYNN**

☐ **COMMISSIONER ELAINE LUCAS**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER VIRGIL WATKINS, JR.**

☐ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER MALLORY C. JONES, III**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER BRENDA LYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING A REFUND OF AD VALOREM TAXES TO EAGLE NATION AVIATION, LLC PURSUANT TO O.C.G.A. § 48-5-380; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To authorize a refund of overpaid ad valorem taxes.*

WHEREAS, the Macon-Bibb County Commission has received a timely request for a refund of the overpayment of ad valorem property taxes from Eagle Nation Aviation, LLC; and

WHEREAS, the Macon-Bibb County Commission has reviewed the request and consulted with the Macon-Bibb County Board of Tax Assessors as evidenced in Exhibit A, incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission determines the fair market value of the personal property was erroneously assessed at Two Million Two Hundred Thirty Three Thousand Seven Hundred Fifty Dollars and No Cents (\$2,233,750.00); and

WHEREAS, the Macon-Bibb County Commission determines the correct fair market value of the personal property for the tax year 2023 should be One Million Four Hundred and Four Thousand Four Hundred and Ten Dollars and No Cents (\$1,404,410.00); and

WHEREAS, the Macon-Bibb County Tax Commissioner has estimated that the refund due under this request is approximately Eight Thousand, Four Hundred and Twenty-Five Dollars and Ten Cents (\$8,425.10); 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 Macon-Bibb County authorizes and orders this tax refund to Eagle Nation Aviation, LLC; and

BE IT FURTHER RESOLVED, that the Macon-Bibb County Board of Tax Assessors is directed to correct its records to record the fair market value of the personal property for the tax year 2023 as One Million Four Hundred and Four Thousand Four Hundred and Ten Dollars and No Cents (\$1,404,410.00) and to complete any and all other administrative measures to coordinate this refund with the Tax Commissioner; and

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2024 Miller Authorizing Personal Property Tax Refund For Eagle Nation Aviation 3-15-24.Docx

EXHIBIT A



Macon-Bibb County Board of Tax Assessors
688 Walnut Street; Suite 200
Macon, GA 31201
www.bibbassessors.com

Jean Hagood, Chairwoman
George Thomas, Vice Chairman

Jonathan Alderman, Assessor
Jim Davis, Assessor
Yvonne Holmes, Assessor

Andrea Crutchfield,
Chief Appraiser

February 14, 2024

Macon-Bibb County Board of Commissioners
c/o Duke Groover, County Attorney
Michael McNeal, Senior Assistant County Attorney
700 Poplar Street
Macon, GA 31201

Re: Eagle Nation Aviation, LLC. Aircraft Personal Property Tax Return 2023
– Refund request under O.C.G.A. § 48-5-380

Dear Mayor Miller and Commission Members:

The Macon-Bibb County Board of Tax Assessors received an O.C.G.A. § 48-5-380 request for refund from George Slagle, Agent for Eagle Nation Aviation, LLC. (the “taxpayer”) (see attached). The taxpayer relied upon Howard, Moore, and McDuffie, P.C. (the “firm”), to prepare its initial 2023 Aircraft Personal Property Tax Return (see attached). In preparing the tax return, the firm made an administrative error and reported an erroneous value of \$2,233,750 for the taxpayer returned value of the aircraft. When the taxpayer signed the return, he noted the correct purchase price of \$1,404,410 reported on schedule E but did not initially recognize the erroneous taxpayer returned value.

As evidenced by the Aircraft Purchase and Sale Agreement (see attached) and Schedule E of the tax return, the taxpayer purchased the aircraft in 2022 for \$1,404,410. Under the belief that the aircraft’s assessed value for tax year 2023 should have been equal to the value of the aircraft’s purchase price less than a year earlier, the taxpayer realized that an incorrect value was reported on the return and that it was assessed tax on \$829,340 more than the fair market value of the aircraft.

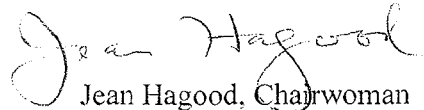
The taxpayer has paid the taxes on the aircraft for tax year 2023 and is now asking for a refund for the amount of taxes assessed and paid in excess of the \$1,404,410 fair market value of the aircraft. The Macon-Bibb Board of Tax Assessors has reviewed the Aircraft Bluebook to determine the fair market value of the aircraft and has concluded that the taxpayer’s \$1,404,410 purchase price of the aircraft accurately reflects the aircraft’s fair market value for tax year 2023.



Under O.C.G.A. § 48-5-380(b), any taxpayer from whom a tax or license fee was collected, who alleges that such tax or license fee was collected erroneously, may file a claim for a refund with the governing authority of the county at any time within three years after the date of the payment of the tax or license fee to the county. After deciding whether to approve the taxpayer's request for refund, the governing authority shall notify the taxpayer of its action. *Id.* As the governing authority of Macon-Bibb County, the Board of Commissioners holds the power to approve or disapprove Eagle Nation Aviation's request for refund under O.C.G.A. § 48-5-380. Any refunds approved pursuant to O.C.G.A. § 48-5-380 shall be paid from the funds of the county and shall be paid within 60 days of the approval of the taxpayer's claim or within 60 days of the entry of a final decision in any action for a refund.

The aircraft's listed value of \$2,233,750 on the 2023 Aircraft Personal Property Tax return is clearly erroneous as evidenced by the aircraft's recent purchase price and fair market value determined by the Aircraft Bluebook. As a result, the Macon-Bibb Board of Tax Assessors recommends that the Macon-Bibb Board of Commissioners accept the taxpayer's request for refund.

Respectfully,



Jean Hagood, Chairwoman
Macon-Bibb County Board of Tax Assessors



AIRCRAFT PERSONAL PROPERTY TAX RETURN		TAX YEAR	IF ASSISTANCE NEEDED CALL	ACCOUNT NUMBER
THIS RETURN IS CONSIDERED PUBLIC INFORMATION AND WILL BE OPEN FOR PUBLIC INSPECTION RETURN COMPLETED FORM TO ADDRESS LISTED BELOW		2023	(478) 621-6701	
		DUP-DATE	OWNERS PHONE NUMBER (LIST)	
		04/01/2023	() -	
COUNTY NAME AND RETURN ADDRESS		TAXPAYER NAME AND ADDRESS		
Macon-Bibb County Tax Assessor PO Box 4728 Macon, GA 31208		EAGLE NATION AVIATION LLC 106 COLAPARCHEE PLANTATION DRIVE MACON, GA 31220		
To avoid a 10% penalty on aircraft not previously returned, file this return no later than the due date listed above. This return is subject to audit by the Board of Tax Assessors under O.C.G.A. § 48-5-209 and § 48-5-210. The return and supporting schedule must be completed and returned in order for property to be properly returned. Department of Revenue Rule 500 (11-10-2003)(c)		TAX SITUS (WHERE YOU LIVE) CHECK ONE		
		☐ - UNINCORPORATED AREA		
		☒ - CITY OF (LIST) (Macon)		
		IF MAILING ADDRESS OR NAME IS INCORRECT, PLEASE CORRECT IN THE SPACE PROVIDED BELOW		
		NAME:		
		ADDRESS:		
		CITY, STATE, ZIP:		
PERSONAL PROPERTY STRATA		AIRCRAFT MUST BE RETURNED TO THE COUNTY WHERE PRIMARY RESIDENCE IS LOCATED. LIST THE TRUE MARKET VALUE. ALL AIRCRAFT MUST BE RETURNED TO THE COUNTY WHERE THE AIRCRAFT IS USED. TAXPAYER RETURN COMPLETED BELOW.		
A - AIRCRAFT - INCLUDES AIRPLANES, ROTOCRAFT, AND LIGHTER THAN AIR VEHICLES. COMMERCIAL AIRLINE AIRCRAFT ARE RETURNED TO THE STATE REVENUE COMMISSIONER.		TAXPAYER RETURNED VALUE, AS OF JAN. 1		FOR TAX OFFICE USE (Tax Assessors Value)
AIRCRAFT NUMBER 1 1981 Cessna 560 REGISTRATION #: 154576		✓ 2,233,750		2,233,750
AIRCRAFT NUMBER 2 REGISTRATION #:				
AIRCRAFT NUMBER 3 REGISTRATION #:				
AIRCRAFT NUMBER 4 REGISTRATION #:				
AIRCRAFT NUMBER 5 REGISTRATION #:				
TOTAL →				
It shall be the duty of the County Board of Tax Assessors to investigate and to inquire into the property owned in the county for the purpose of ascertaining what property is subject to taxation and to require the proper return of the property for taxation.				
TAXPAYER'S DECLARATION				
"I do solemnly swear that I have carefully read (or have heard read) and have duly considered the questions propounded in the foregoing tax list, and that the value placed by me on the property returned, as shown by the list, is the true market value thereof; and I further swear that I returned, for the purpose of being taxed thereon, every species of property that I own in my own right or have control of either as agent, executor, administrator, or otherwise; and that in making this return, for the purpose of being taxed thereon, I have not attempted either by transferring my property to another or by any other means to evade the laws governing taxation in this state. I do further swear that in making this return, I have done so by estimating the true worth and value of every species of property contained therein."				
TAXPAYER OR AGENT X <u>Leonard Benitt</u>				
PLEASE PRINT OR TYPE NAME <u>Leonard Benitt</u>				
TITLE <u>Manager</u> DATE: <u>3/28/2023</u> PHONE NUMBER: <u>478 972 8900</u>				
PAGE 1				

3/31

INSTRUCTION SHEET

INSTRUCTIONS FOR PAGE ONE - AIRCRAFT PERSONAL PROPERTY TAX RETURN

1. Aircraft should be returned to the county where principally registered or that from and out of which its flights normally originate.
2. The return is considered public information and will be open for public inspection.
3. If taxpayer name or address is incorrect, please correct in the space provided.
4. To avoid a 10% penalty on the full and properly assessed, this return must be filed no later than date listed on the due date column on page one.
5. This return is provided for the taxpayer to report the fair market value of all aircraft owned on January 1, this year.
6. The fair market value should be listed under the column headed taxpayer return value as of January 1, this year, page 1.
7. Taxpayer declaration: This declaration must be signed by the owner or agent and dated in order for this to be a valid return.

INSTRUCTIONS FOR PAGE THREE - SCHEDULE E (AIRCRAFT)

1. This schedule is provided for additional information and is required by the Georgia Code, O.C.G.A. § 48-5-269, to be completed and submitted.
2. All information about the aircraft should be listed in order for the Board of Tax Assessors to determine the proper assessment.
3. If the aircraft has been sold or traded and you did not own it on January 1, this year, please list the name and address of new owner in order for the items to be removed from your account.
4. List anything that is functionally wrong with your aircraft on the bottom of page three. This will help the Board of Assessors make a proper assessment.
5. Additional aircraft may be listed on the back of Schedule E. Attach additional sheets if necessary.
6. Avionics and extra equipment should be listed under the column headed avionics and extra equipment.

REFERENCE INFORMATION

1. O.C.G.A. § 48-5-299 requires the Board of Tax Assessors to diligently investigate and inquire into the property owned in the county for the purpose of ascertaining what property, real and personal, is subject to taxation in the county and to require its proper return for taxation.
2. O.C.G.A. § 48-5-300 grants the Board of Tax Assessors authority to require production of books, papers or documents, by subpoena if necessary, which may aid in determining the proper assessment.
3. O.C.G.A. § 48-5-269 grants the State Revenue Commissioner the authority to prescribe, the forms, books and records to be used for standard property tax reporting for all taxing units, including but not limited to, the forms, books and records to be used in the listing, appraisal and assessment of property and how the forms, books and records shall be compiled and kept.
4. O.C.G.A. § 48-5-269.1 grants the State Revenue Commissioner the authority to adopt and require the use of a uniform procedural manual for appraising tangible real and personal property.
5. This return and schedule is submitted to you for your completion in accordance with the above sections of the Georgia Code.

PAGE 2

Page 345 of 355

AIRCRAFT #3			
AIRPORT WHERE AIRCRAFT PRIMARY HOME BASED	CITY	COUNTY	STATE
REGISTRATION "N" #:	AVIONICS AND EXTRA EQUIPMENT		
MFG. NAME: (MAKE)			
MODEL NAME OR #:			
YEAR BUILT:			
SERIAL NUMBER:			
DATE PURCHASED			
PURCHASED NEW ☐ USED ☐			
COST:			
HOURS BETWEEN OVERHAULS (TBO):			
HOURS SINCE LAST OVERHAUL:			
LAST OVERHAUL: MAJOR ☐ TOP ☐	NOTE: Please submit a copy of your log book to substantiate T.B.O. and airframe hours.		
TOTAL HOURS ON AIRFRAME AS OF JAN. 1:			
AIRCRAFT #4			
AIRPORT WHERE AIRCRAFT PRIMARY HOME BASED	CITY	COUNTY	STATE
REGISTRATION "N" #:	AVIONICS AND EXTRA EQUIPMENT		
MFG. NAME: (MAKE)			
MODEL NAME OR #:			
YEAR BUILT:			
SERIAL NUMBER:			
DATE PURCHASED			
PURCHASED NEW ☐ USED ☐			
COST:			
HOURS BETWEEN OVERHAULS (TBO):			
HOURS SINCE LAST OVERHAUL:			
LAST OVERHAUL: MAJOR ☐ TOP ☐	NOTE: Please submit a copy of your log book to substantiate T.B.O. and airframe hours.		
TOTAL HOURS ON AIRFRAME AS OF JAN. 1:			
AIRCRAFT #5			
AIRPORT WHERE AIRCRAFT PRIMARY HOME BASED	CITY	COUNTY	STATE
REGISTRATION "N" #:	AVIONICS AND EXTRA EQUIPMENT		
MFG. NAME: (MAKE)			
MODEL NAME OR #:			
YEAR BUILT:			
SERIAL NUMBER:			
DATE PURCHASED			
PURCHASED NEW ☐ USED ☐			
COST:			
HOURS BETWEEN OVERHAULS (TBO):			
HOURS SINCE LAST OVERHAUL:			
LAST OVERHAUL: MAJOR ☐ TOP ☐	NOTE: Please submit a copy of your log book to substantiate T.B.O. and airframe hours.		
TOTAL HOURS ON AIRFRAME AS OF JAN. 1:			
Is there anything functionally wrong with your aircraft? Yes ☐ No ☐. If yes, please provide the Board of Assessors with documentation in order for them to make a proper assessment. (List below) If you sold or traded your aircraft and did not own on January 1, this year, this section should be completed in order for the items to be removed from your account. >> If purchased used this year, list the name and address of the previous owner. >> List anything functionally wrong with your aircraft:		NAME OF PURCHASER	
		ADDRESS:	
		CITY, STATE, ZIP	
		DATE SOLD SALE PRICE	
		DESCRIPTION	
		NAME	
		ADDRESS	
		CITY, STATE, ZIP	



HOWARD, MOORE
& MCDUFFIE, P.C.
CERTIFIED PUBLIC ACCOUNTANTS



November 20, 2023

Macon – Bibb County
County Tax Assessor
688 Walnut Street
Suite 200
Macon, GA 31201

RE: Eagle Nation Aviation, LLC, account number [REDACTED] Aircraft Personal Property
Tax Return 2023 -Refund request under GA Code section 48-5-380

Dear Assessor:

The above mentioned tax payer relied upon our firm to prepare his initial 2023 Aircraft Personal Property Tax return. Our firm made an administrative error and reported an erroneous value of \$2,233,750 for the aircraft. The taxpayer provided us with the purchase price paid for the aircraft only 8 months prior to January 1, which he considers to be the fair value of the aircraft on January 1, 2023. We concur and have attached the purchase agreement and bill of sale. When the taxpayer signed the return, he noted the purchase price of \$1,404,410 reported on Schedule E, but did not note the erroneous value. After receiving the tax bill, he immediately realized that an incorrect value was reported on the return and that he was assessed tax on \$829,340 more than the value of his aircraft.

The taxpayer has remitted the tax based upon an erroneous value and requests that the excess tax be refunded on the grounds of the erroneous value that resulted in an incorrect assessment. The taxpayer would like a conference or hearing with the governing authority only if it is necessary to grant the refund request.

Very truly yours,

Georgia G. Slagle, CPA
Agent for Eagle Nation Aviation, LLC

AIRCRAFT PURCHASE AND SALE AGREEMENT

This Aircraft Purchase and Sale Agreement (this "Agreement") is made and entered into as of March 25, 2022 (the "Effective Date"), by and between Airstat, Inc. ("Seller") and Eagle Nation Aviation, LLC ("Buyer").

WHEREAS, Buyer desires to buy from Seller and Seller desires to cause to be sold to Buyer the Aircraft in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as Follows:

1. SUBJECT MATTER OF SALE.

Subject to the provisions of this Agreement, Seller agrees to sell and deliver to Buyer and Buyer agrees to buy and take delivery of all of Seller's right, title and interest in and to the following aircraft:

Manufacturer:	Cessna
Make and Model:	560
Serial Number:	560-0128
Registration Mark	N154JK
Engine make and model number	Pratt & Whitney Canada model JT15D-5 engines
Engine Serial Numbers	

including: (a) all accessories, parts, instruments, machinery, components, furnishings, or other equipment or property installed on, attached to or temporarily removed from said aircraft, but held in Seller's possession, and engines and all spares and support equipment that is normally associated with such aircraft, including, without limitation, the items set forth in the description attached hereto as **EXHIBIT A**; and (b) all maintenance records, manuals, log books, checklists and flight manuals in Seller's possession or control and usually part of the aircraft (the "Aircraft Documents") (all of the foregoing items are referred to herein, collectively, as the "Aircraft").

2. PURCHASE PRICE.

All prices, amounts and payments referred to herein shall be in United States Dollars. The total purchase price for the Aircraft shall be One Million Four Hundred Thousand and 00/100 US Dollars (US\$1,400,000.00) (the "Purchase Price") payable as follows: (a) a deposit in the amount of Fifty Thousand and 00/100 US Dollars (US\$50,000.00) (the "Deposit"), which is being held by Aeronautical Title and Escrow Company, LLC d/b/a Aerotitle ("Aerotitle"), Attention: Megan Webb as "Escrow Agent", (b) the amount of One Million Three Hundred and Fifty Thousand and 00/100 US Dollars (US\$1,350,000.00) (the "Balance"), both to be applied towards the Purchase Price at the Closing pursuant to Section 3 of this Agreement.

3. INSPECTION; CLOSING; DELIVERY OF AIRCRAFT, ETC.

3.1. Inspection.

Buyer has completed its pre-purchase inspection of the Aircraft and accepts the Aircraft in its current condition. The Buyer is wholly familiar with the airworthiness, maintenance history, repair status, operability, and equipment relating to the Aircraft.

3A.1 The Closing.

(a) The consummation of the transaction contemplated by this Agreement (the "Closing") shall consist of and include the delivery of the Aircraft to Buyer in the condition described in Section 3.3(c) and the performance of each and every other condition or requirement under Sections 3.2- and 3.3 of this Agreement. Notwithstanding the foregoing, Section 5 or any other applicable provision, on or before Closing the Seller shall deliver to Buyer a statement that the Seller has made any and all necessary repairs to the Aircraft and is not aware of an item or repair which needs to be made to the Aircraft.

(b) The Closing shall occur at Charleston, South Carolina or other mutually agreeable delivery location, (the "Delivery Location"), on or before May 15, 2022, provided that the Seller satisfies the Delivery Conditions as set forth in Section 3.3 (c) below and the delivery of the Aircraft to the Delivery Location; such date being the "Closing Date".

(c) All of Seller's right, title and interest in the Aircraft shall pass to Buyer upon completion of the Closing which shall be deemed to be the later to occur of the time that (i) the FAA Bill of Sale is filed with the FAA Civil Aircraft Registry and (ii) the Purchase Price is released to Seller, free and clear of all defects, liens and encumbrances of any nature whatsoever. Seller shall retain title to the Aircraft until Buyer accepts possession of the Aircraft at the Delivery Location.

3.2. Buyer's Deliveries; Seller's Conditions to the Closing.

(a) On or before the Closing Date, Buyer shall deposit with Escrow Agent the Buyer's portion of any escrow fees together with irrevocable written instructions (in the absence of which Escrow Agent may rely on this Agreement as irrevocable written instructions of Buyer) to cause the Purchase Price to be delivered to the Seller. Further, the following conditions must be satisfied:

(i) Escrow Agent's receipt from Seller of the Federal Aviation Administration ("FAA") AC Form 8050-2 Bill of Sale (the "FAA Bill of Sale") executed by Seller, along with written instructions as are required from Seller pursuant to Section 3.3(a);

(ii) Escrow Agent's receipt from Buyer the executed Aircraft Delivery Receipt in the form and substance as set forth in EXHIBIT C attached hereto (the "Aircraft Delivery Receipt") at the Delivery Location as well as the other documents to be executed by Buyer hereunder;

(iii) Escrow Agent's receipt from Seller the executed Warranty Bill of Sale in the form and substance as set forth in EXHIBIT D attached hereto (the "Warranty Bill of Sale"), Assignment of Warranties (defined below) and to release the FAA Bill of Sale and any applicable lease or lien terminations for filing with the FAA, as well as the other documents to be executed by Seller as provided hereunder; and

(iv) The Escrow Agent filing the FAA Bill of Sale executed by Seller with the FAA (together with any applicable lease terminations, lien releases or other releases) and the Purchase Price less the Seller's portion of the Escrow Fees shall be released to the Seller.

(b) Upon Escrow Agent's confirmation that it has filed the FAA Bill of Sale and any applicable lien and lease terminations, Buyer shall accept possession of the Aircraft at the Delivery Location and execute and deliver the Aircraft Delivery Receipt to Seller at the Delivery Location.

3.3. Seller's Deliveries; Buyer's Conditions to the Closing.

(a) On or before the Closing Date, the Seller shall deliver or cause to be delivered to Escrow Agent all lien releases and lease terminations with respect to the Aircraft and cause to be delivered the FAA Bill of Sale executed by Seller, together with written instructions from Seller (in the absence of the latter Escrow Agent may rely on this Agreement as irrevocable written instructions of Seller) to file the FAA Bill of Sale and all lien releases and lease terminations with the FAA;

(i) Escrow Agent's receipt from Buyer of the Purchase Price along with such written instructions as are required from Seller pursuant to Section 3.3(a);

(ii) Seller's confirmation to Escrow Agent that Seller is prepared to execute and deliver the Warranty Bill of Sale to Buyer at the Delivery Location along with the Assignment of Warranties (defined below); and

(iii) Buyer's confirmation to Escrow Agent that Buyer is prepared to execute and deliver the Aircraft Delivery Receipt to Seller at the Delivery Location.

(iv) The Buyer and Seller waive registration of the Contract of Sale and any other documents with the International Registry ("IR").

(b) Upon confirmation by Escrow Agent that (i) Escrow Agent has filed the FAA Bill of Sale and all lien releases and lease terminations with the FAA, Seller shall execute and deliver or cause to be executed and delivered to Buyer at the Delivery Location the Warranty Bill of Sale along with the Assignment of Warranties (defined below).

(c) On the Closing Date, Seller shall cause the Aircraft to be delivered to Buyer at the Delivery Location: (i) with good and marketable title, free and clear of all liens and encumbrances, (ii) with complete and continuous logbooks, and maintenance manuals in the English language, (iii) duly registered with the FAA and with an FAA Airworthiness Certificate; (iv) with no loaner parts or equipment on exchange; (v) in an airworthy condition with all parts, equipment, machinery, systems, radios, avionics and accessories operating within the manufacturer's specifications and tolerances; (vi) compliant and equipped with ADS-B out; (vii) enrolled and current on FlightDocs; (viii) with no corrosion beyond the manufacturer's specifications and tolerances; (ix) with no uncured damage (ix) with all calendar, hourly and cycle inspections current through the Closing without deferment or extension all per the manufacturer's recommended maintenance program and (x) with all Airworthiness Directives and Mandatory Service Bulletins complied with through Closing no extensions or deferrals (collectively, the "Delivery Conditions").

3.4. Risk of Loss. Seller shall bear full risk of loss and damage with respect to the Aircraft until Buyer accepts possession of the Aircraft pursuant to Section 3.3(b) at the Delivery Location, whereupon such risk of loss and damage shall be borne by Buyer. In the event of loss of or damage to the Aircraft requiring the issuance of a FAA Form 337, prior to the Closing, Buyer shall be entitled to terminate this Agreement (and the provisions of Section 3.1(a) shall apply as if Buyer had rejected the Aircraft in a timely manner).

3.5. Delivery Flight. Seller, at Buyer's cost and expense, shall deliver the Aircraft under Seller's operational control to the Delivery location, if required hereunder.

4. REPRESENTATIONS, WARRANTIES AND LIMITATIONS.

4.1. Representations and Warranties of Seller. Seller hereby represents and warrants as of the date hereof and as of the Closing Date, that:

(a) Seller is a Georgia corporation, validly existing and in good standing. Seller is a company having the capacity to sue and be sued in its name, having full power, legal right and authority in all respects to carry on its business as currently conducted, and to execute, deliver, perform and observe the provisions of this Agreement. Seller is the owner of the Aircraft and is authorized to convey title to the Aircraft, and that execution and delivery of the Warranty Bill of Sale shall convey to Buyer good and marketable title to the Aircraft, free and clear of any and all liens and encumbrances.

(b) There are no parts, systems or components on the Aircraft that are on temporary loan or exchange.

(c) All taxes, duties, penalties, charges, or invoices or statements with respect to the Aircraft have been paid or, to the extent that they have not, Seller agrees to pay any and all of the foregoing when due.

4.2. Representations and Warranties of Buyer. Buyer hereby represents and warrants as of the date hereof and as of the Closing Date as follows:

(a) Buyer is a company having the capacity to sue and be sued in his its name, having full power, legal right and authority in all respects to carry on its business as currently conducted, and to execute, deliver, perform and observe the provisions of this Agreement.

5. DISCLAIMERS AND INDEMNITIES.

THE AIRCRAFT IS SOLD TO BUYER ON AN "AS-IS, WHERE-IS" BASIS.

DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS TO TITLE AND FREEDOM FROM LIENS OR ENCUMBRANCES AND AS IDENTIFIED IN SECTION 3.1, THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD AND DELIVERED TO BUYER IN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION AT TIME OF DELIVERY, WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND BEING MADE OR GIVEN BY SELLER, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS OR ASSIGNS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE AND SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WHETHER ARISING IN LAW, IN EQUITY, IN CONTRACT, OR IN TORT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, AIRWORTHINESS DESIGN, CONDITION, OR FITNESS FOR A PARTICULAR USE. BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ANY CLAIM WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE AIRCRAFT OR BY BUYER'S LOSS OF USE THEREOF FOR ANY REASON, EXCEPT FOR ANY CLAIM ARISING OUT OF SELLER'S COVENANT OF TITLE AND FREEDOM FROM LIENS OR ENCUMBRANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL NOT BE LIABLE OR RESPONSIBLE TO BUYER FOR ANY DEFECTS, EITHER PATENT OR LATENT IN THE AIRCRAFT, OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTIES RESULTING THEREFROM OR FOR BUYER'S LOSS OF USE OF OR A DIMINUTION IN VALUE OF THE AIRCRAFT OR FOR ANY INTERRUPTION IN BUYER'S BUSINESS CAUSED BY BUYER'S INABILITY TO USE THE AIRCRAFT FOR ANY REASON WHATSOEVER. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY

DAMAGE AT LAW OR IN EQUITY ARISING OUT OF OR RELATED TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DELAY IN CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO SUCH DAMAGES.

6. THIRD PARTY WARRANTIES.

To the extent that any warranties from manufacturers, service providers or suppliers are in effect with respect to the Aircraft and are transferable to Buyer, such warranties and all rights thereunder shall be irrevocably assigned to Buyer at the Closing. Seller shall evidence such assignment by executing and delivering to Buyer on the Closing Date an executed "Assignment of Warranties", substantially in the form attached hereto as EXHIBIT E. Buyer shall pay all fees, costs or expenses necessary to complete such assignment(s).

7. SALES AND OTHER TAXES.

7.1. Buyer Tax Indemnity. Neither the Purchase Price nor any other payments to be made by Buyer under this Agreement includes the amount of any sales, use, retail or other taxes that may be imposed by governmental authorities as a result of (i) the sale of the Aircraft to, or the purchase of the Aircraft by, Buyer, or (ii) the use of the Aircraft by Buyer following the Closing. Buyer shall be responsible for, shall indemnify and hold harmless Seller against, and shall pay promptly when due any and all taxes (including, without limitation, any and all sales, use, and retail taxes), duties or fees of any kind or nature whatsoever assessed or levied by any governmental authority that may be imposed on Buyer, Seller, or both, as a result of: (a) the sale and delivery of the Aircraft to Buyer in connection with the consummation of the transactions contemplated by this Agreement; or (b) Buyer's registration, ownership, use or subsequent sale of the Aircraft following the Closing; *except* for any taxes attributed solely to Seller's or Seller's income or capital gains.

7.2. Seller Tax Indemnity. Seller shall be responsible for and indemnify and hold Buyer harmless against, and has paid or agrees to pay when due, any and all personal property taxes, excise taxes, fuel taxes, sales, use, value-added or similar taxes and any other taxes, duties, fees or claims assessed or levied against the Aircraft relating to periods prior to the Closing.

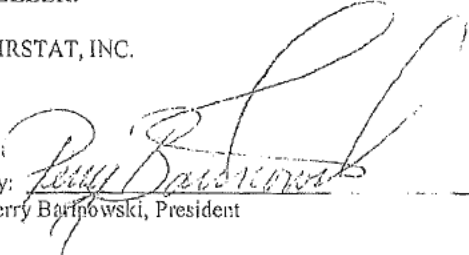
8. NOTICES.

All communications and notices hereunder shall be in writing and shall be deemed made when delivered by hand, or on the next business day when sent by overnight courier or when transmitted by means of facsimile or other electronic transmission (with request for assurance of receipt in a manner typical with respect to communications of that type and followed promptly with the original thereof) using the addresses noted below each party's signature block to this Agreement

IN WITNESS WHEREOF, the parties have caused this AIRCRAFT PURCHASE AGREEMENT to be executed by their duly authorized representatives as of the Effective Date.

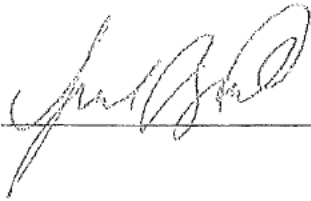
SELLER:

AIRSTAT, INC.

By: 
Perry Baranowski, President

BUYER:

Eagle Nation Aviation, LLC

By: 

AGREEMENT OF ESCROW AGENT

Consent and Joinder

Buyer and Seller hereby appoint the Escrow Agent as document holder and stakeholder for the sale and purchase of the Aircraft and the Escrow Agent accepts such appointment for and in consideration of its title and Escrow Fee. The parties acknowledge that the Escrow Agent is acting as a document holder and stakeholder only, its duties being purely ministerial, at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent or trustee for either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any act or omission unless it involves willful misconduct or gross negligence on its part.

Notwithstanding the provisions contained in the foregoing Agreement or any provision contained in any other agreement between Buyer and Seller, the competent courts of the State of Oklahoma or the United States District Court of the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against the Escrow Agent and no other courts shall have any jurisdiction whatsoever in respect of such disputes against the Escrow Agent. Should a dispute arise between the parties to this Agreement relating to the Deposit or other items which are in the possession of the Escrow Agent, the Escrow Agent shall be entitled to interplead the Deposit or other items in its possession with the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma and the Escrow Agent shall be entitled to recover its reasonable attorneys' fees and costs incurred in such an action.

The undersigned does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to the Escrow Agent.

Escrow Agent

AEROTITLE

By: _____
Megan Webb, Escrow Agent

EXHIBIT A
AIRCRAFT SPECIFICATION

Manufacturer:	Cessna
Make and Model:	560
Serial Number:	560-0128
Registration Mark	N154JK
Engine make and model number	Pratt & Whitney Canada model JT15D-5 engines
Engine Serial Numbers	

EXHIBIT C

AIRCRAFT DELIVERY RECEIPT

This acknowledges full and satisfactory delivery and acceptance of the following aircraft and/or equipment pursuant to the terms and conditions of that Aircraft Purchase Agreement (the "*Agreement*") dated as of April 19, 2022 by and between Eagle Nation Aviation, LLC, as Buyer and AIRSTAT, INC., as Seller. *May*

Manufacturer:	Cessna
Make and Model:	560
Serial Number:	560-0128
Registration Mark	N154JK
Engine make and model number	Pratt & Whitney Canada model JT15D-5 engines
Engine Serial Numbers	

as further described and defined in the Agreement (the "*Aircraft*"). The Aircraft was received on the date and at the location set forth below and was determined by the undersigned to be in the condition required for the Closing as defined in and pursuant to the Agreement.

IN WITNESS WHEREOF, this instrument has been duly signed by the undersigned authorized party.

Buyer

Eagle Nation Aviation, LLC

By: _____

Airframe hours and landings:

Engine hours and cycles:

Location of Acceptance: _____

Date: _____ Time: _____

LE: _____

RE: _____

EXHIBIT D

WARRANTY BILL OF SALE

WHEREAS, AIRSTAT, INC. ("Seller") is the owner of the following aircraft:

Manufacturer:	Cessna
Make and Model:	560
Serial Number:	560-0128
Registration Mark	N154JK
Engine make and model number	Pratt & Whitney Canada model JT15D-5 engines
Engine Serial Numbers	

as further described and defined as the "Aircraft" in that Aircraft Purchase and Sale Agreement (the "Agreement") dated as of April __, 2022 by and between Eagle Nation Aviation, LLC ("Buyer") and AIRSTAT, INC. ("Seller").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, convey, transfer, bargain, contribute and deliver and set over unto Eagle Nation Aviation, LLC and unto its successors and assigns forever, all of Seller's right, title and interest in and to the above-described Aircraft.

Seller hereby warrants to Buyer, its successors and assigns, that there is hereby conveyed to Buyer good and marketable title to the Aircraft, free and clear of all liens, claims, charges and encumbrances, including any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, lease, title retention, preferential right or trust arrangement, pooling, exchange, overhaul or repair arrangement, or any other arrangement or agreement the effect of which is the creation of a security interest in the Aircraft and that Seller will warrant and defend such title forever against all claims and demands whatsoever.

Other than as expressly set forth above and in the Agreement (which warranties surviving the transfer of the Aircraft to the Buyer), the Aircraft is sold to Buyer on an "AS IS AND WHERE IS" basis.

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its undersigned authorized signatory on this 19 day of May 2022.

AIRSTAT, INC.

By: Perry Barinowski
Perry Barinowski, President

EXHIBIT E

ASSIGNMENT OF WARRANTIES AND OTHER RIGHTS

Pursuant to the Aircraft Purchase and Sale Agreement dated as of ^{19th} April 19, 2022 (the "Agreement"), by and between Eagle Nation Aviation, LLC ("Buyer") and AIRSTAT, INC. ("Seller"), Seller hereby assigns to Buyer such rights as Seller may have under (a) any and all manufacturer warranties with respect to the following aircraft (all of the following items are collectively referred to herein as the "Aircraft"):

Manufacturer:	Cessna
Make and Model:	560
Serial Number:	560-0128
Registration Mark	N154JK
Engine make and model number	Pratt & Whitney Canada model JT15D-5 engines
Engine Serial Numbers	

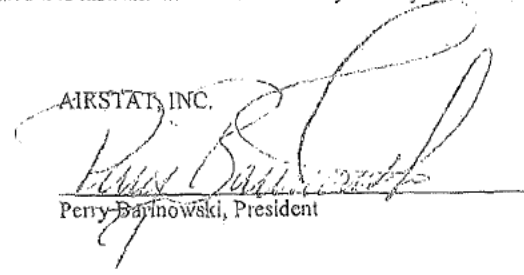
as further described and defined in the Agreement and (b) any and all warranties from any service providers or suppliers with respect to the Aircraft to the extent the same currently exist in favor of Seller and are capable of being assigned by or otherwise available to Buyer (collectively, the "Assigned Rights"). Buyer shall be responsible for any transfer fees or other costs payable in connection with such assignment.

Seller hereby acknowledges Buyer's right to enforce in its own name such Assigned Rights as Seller may have with respect to the Aircraft to the extent assigned to Buyer by Seller hereunder.

Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer this 19 day of May, 2022.

AIRSTAT, INC.


Perry Bajinowski, President