



Board of County Commissioners Pre-Commission Meeting

April 2, 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. Presentations

- a. Presentation of Proclamation for National CDBG Week and Information on CDBG (Sponsored by: Lester M. Miller, Mayor)

3. Approval of Minutes

4. New Alcohol Beverage Licenses

- a. Fine Fare Grocery located at 3741 Napier Avenue, Macon, GA

Legal recommends denial.

Self identified as gas station but did not have gas upon inspection. Meets the legal definition of a vice mart at this time. SDD (Sponsored by: Lester M. Miller, Mayor)

- b. Pharmacy Bar d.b.a The Rose Room located at 378 Second Street, Macon, GA

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

- c. Ovations Food Services d.b.a. Macon Amphitheater located at 3657 Eisenhower Parkway, Macon, GA

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

- d. Macon Beverage Co LLC d.b.a. Beverage South located at 7600 Industrial Blvd, Macon ,GA

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

- e. Zavala Residential LLC d.b.a. Zavala at Barrington located at 104 Stoney Creek Dr. Macon, GA *(Added April 1, 2024)*

Legal recommends approval (Sponsored by:)

5. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve Issuance Of A Purchase Order To Tyler Technologies, Inc., For Annual Licensing Fees For New World Erp Software In The Amount Of \$161,377.79, Payable From The I.T. Department Budget, Enterprise Applications, Repair & Maintenance – Software Licenses & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)

6. Budget Transfer

- a. Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Solid Waste Department Budget, From Various Line Items To The Contractual Services Line Item, In The Amount Of \$625,000.00, To Provide For Additional Contractual Services (Sponsored by: Lester M. Miller, Mayor)

7. Appropriations

- a. Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of \$30,000.00 From General Fund - Fund Balance For The Purpose Of Funding Operating Costs And Supplies At The Animal Welfare Surgery Center (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of \$200,000.00 From General Fund - Fund Balance For The Purpose Of Providing Additional Funding For Console And Carpet Replacement For E-911 (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Authorize The Reappropriation Of Up To \$785,500.00 In American Rescue Plan Act Funds For The Purpose Of Providing Funding To The Otis Redding Foundation (Sponsored by: Lester M. Miller, Mayor)
- d. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$50,000.00 From General Fund – Fund Balance To The Engineering Departmental Budget – Professional Services – Consulting Fees Line Item For The Purpose Of Retaining Consulting Engineers To Assess Stormwater Runoff And Flooding Issues At And Around Lake

Wildwood; To Authorize The Hiring Of Such Consulting Engineers (Sponsored by: Lester M. Miller, Mayor, Raymond Wilder, Commissioner)

8. Maximum Speed Limit

- a. An Ordinance Of The Macon-Bibb County Commission Amending A Portion Of Section 28-19 Of The Macon-Bibb County Code Of Ordinances To Set The Maximum Speed On A Portion Of Mumford Road, Running Between Napier Avenue And A Point 1300' West Of Hollingsworth Road (Sponsored by: Elaine Lucas, Commissioner, Brendalyn Bailey, Commissioner)

9. Wetlands Restoration Project

- a. A Resolution Of The Macon-Bibb County Commission Approving A Request Submitted By Land And Water Solutions, LLC On Behalf Of The Ocmulgee Land Trust, For A Variance To The Flood Damage Prevention Ordinance To Allow For A Wetlands Restoration Project At The Lamar Mounds Mitigation Site (Sponsored by: Lester M. Miller, Mayor)

10. Executive Session

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



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.

\$ _____ 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



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

Business Information

Business Name: SIKOTAR23 LLC
 Business Type: LLC

Address Information

Location Address: 3741 NAPIER AVE MACON GA 31204-2752

Alcohol License Information

License Type: Retail
 Start Date: 12-28-2023
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees	Fee Amount
Malt Packaged to Go	\$800.00
Wine Packaged to Go	\$700.00
	\$1,500.00

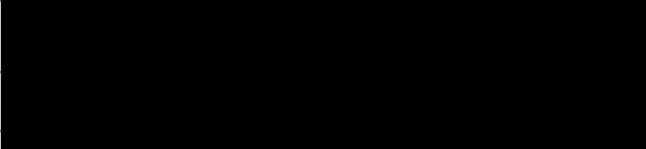
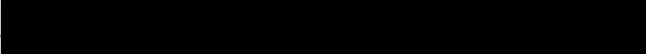
Licensee Information

Licensee Type: Individual
 Licensee Name: MODI, HARSHADKUMAR

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
MODI, HARSHADKUMAR	Both
MODI, HARSHADKUMAR	Both

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 92-3430454 State Tax ID #: 20288759665Business Name: FINE FARE GROCERY Corporate and Trade Name: SIKOTAR23 LLCLocal Business Address: 3741 NAPIER AVE, MACON GA 31204-2752
(P.O. Box Not Allowed) City State ZipMailing Address: same as aboveLocal Business Phone #: (678) 938 1530 Email Address: Contact Person: Harshad Modi Contact Phone #: **AGENT**Agent's Name: Harshad kumar Modi Agent's Title: OWNERDate of Birth:  Social Security Number: Home Address: 715 12TH ST W APT D1 City: TIFTON State: GA Zip: 31794Home Phone #: — Email: Mailing Address: 715 12TH ST W APT D1 City: TIFTON State: GA Zip: 31794
3741 Napier Ave MACON GA 31204**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. 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>HARSHADKUMAR H. MODI</u>			
Home Address: <u>715 12TH ST W, APT D1, TIFTON GA 31794</u>			
Sex	Race	Date of Birth	Social Security Number
<u>MALE</u>	<u>ASIAN</u>		

☒ This authorization is valid for 90/180/ 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.

Modi Harshadkumar H.
 Signature

11/30/2023
 Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

 Agency Designee Signature and Title

 Date

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

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol 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: SIKOTAR 23 LLC dba FINE FARE GROCERY

Printed Name of Applicant: HARSHADKUMAR H. MODI

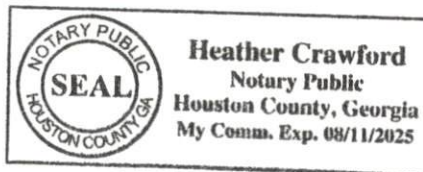
*Signature of Applicant: Modi Harshadkumar H

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 30 DAY OF November, 2022.

NOTARY PUBLIC

08/11/2025
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: HARSHADKUMAR MODI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 3741 NAPIER AVE.
BUSINESS NAME: SIKOTAR 23 LLC. (DBA FINE FARE GROCERY)

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, 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

5,000' — Fine Fare Grocery
 #3741 Napier Avenue
 SCHOOL GROUND property line
 5,650' — Covenant Academy
 SCHOOL BUILDING
 12,850' — Covenant Academy
 COLLEGE CAMPUS property line
 19,450' — Mercer University - Main Campus
 ALCOHOLIC TREATMENT CENTER building
 15,575' — Riveredge - Emery Hwy.
 PUBLIC LIBRARY or BRANCH building
 Washington Library
 1,850' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Raff Avenue
 470' — CHURCH (building)
 Glorious Hope Baptist Church
 450' — CHURCH GROUNDS
 Glorious Hope Baptist Church
 2,350' — M-B COUNTY RECREATION CENTER property
 Freedom Park

OK!

Paul J. Hoinowski
 October 9, 2023

Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
 "GAS STATION"



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

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
131109	459938	Print Legal Ad-IPL01370690 - IPL0137069		\$46.36	1	29 L

Attention: SIKOTAR23 LLC

SIKOTAR23 LLC FINE FARE GROCERY
3741 NAPIER AVE
MACON, GA 31204

sikotar23llc@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 September 4, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SIKOTAR23 LLC/FINE FARE GROCERY, 3741 NAPIER AVE MACON, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 28, 2023, HARSHADKUMAR H. MODI, Applicant
IPL0137069
Aug 28, Sep 4 2023

To Whom It May Concern:

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

2 insertion(s) published on:
08/28/23, 09/04/23

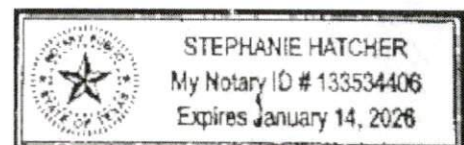
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willments - Semons

Sworn to and subscribed before me this 5th day of September in the year of 2023

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-1481	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 08/03/2023
ISSUED TO NAME:	Harshadkumar Modi Silkotar23 LLC dba Fine Fare Grocery	
PROPERTY OWNER'S NAME:	Ashesh A. Patel	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	3741 NAPIER AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	N071-0007	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; 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 08/03/2024

APPROVED BY: John Langstaff

NOTICE

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



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE

BRAD
RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SIKOTAR23 LLC	Control Number:	23079694
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	3741 NAPIER AVE, MACON, GA, 31204-2752, USA	Date of Formation / Registration Date:	4/8/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **HARSHADKUMAR MODI**
Physical Address: **3741 NAPIER AVE, MACON, GA, 31204-2752, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Control Number : 23079694

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

SIKOTAR23 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **04/08/2023** 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 **04/11/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 4/8/2023 4:15:02 AM

BUSINESS INFORMATION

CONTROL NUMBER	23079694
BUSINESS NAME	SIKOTAR23 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	04/08/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	3741 NAPIER AVE, MACON, GA, 31204-2752, USA
---------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
HARSHADKUMAR MODI	3741 NAPIER AVE, MACON, GA, 31204-2752, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
HARSHADKUMAR MODI	ORGANIZER	3741 NAPIER AVE, MACON, GA, 31204-2752, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	HARSHADKUMAR MODI
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: FINE FARE GALLERY Name of Corporation: SIKOTAR23 LLC

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

Individual:

Name and Title: HARSHAD KUMAR MODI OWNER Telephone Number: (678) 938 1530

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

Residential Street Address: 715 12th ST W, APT D1, TIRTON GA 31799

Mailing Address: 3741 NAPIER AVE, MACON GA 31204.

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: HARSHADKUMAR Last Name: MODI
 Home Address: 715 12TH ST W, APT D1 City: TIPTON State: GA Zip: 31794
 Home Phone #: () [REDACTED] Email: sikotar23lee@gmail.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: 3741 NAPIER AVE City: MACON State: GA Zip: 31204

- ☐ 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.

Modi Harshadkumar
 Applicant's Signature

11/30/2023
 Date

I hereby certify that Heather Crawford 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 30 day of November, 2023

Heather Crawford
 NOTARY PUBLIC



Heather Crawford
 Notary Public
 Houston County, Georgia
 My Comm. Exp. 08/11/2025

08/11/2025
 MY COMMISSION EXPIRES

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about, how to serve alcohol responsibly.

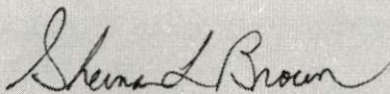
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

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

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 24512126
CARD # 24852345

ServSafe Alcohol® CERTIFICATE

HARSHADKUMAR MODI

NAME

11/27/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association and the arc design are trademarks of the National Restaurant Association. 17110801 v1711

Executive Vice President, National Restaurant Association Solutions

Sherman Brown



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

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1-800-SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association and the arc design are trademarks of the National Restaurant Association. 17110801 v1711





Harshadkumar Modi



AH001208

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT
(Convenience Store)

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter "Lease"), made effective the 1st day of May, 2023, by and between **ASHESHKUMAR A. PATEL** (hereinafter referenced as "Landlord") and **SIKOTAR23, LLC C/O HARSHADKUMAR MODI** (hereinafter 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, the convenience store portion of the property and improvements located at **3741 NAPIER AVE, MACON, GA – 31204-2752, USA** (the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the 1st day of May, 2023, and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of May 2028 (the "Initial Term"). Provided Tenant is not in default under this Lease, Tenant shall have two (2) option to renew this Lease for an additional five (5) years each, on the same terms as contained herein (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term") by providing prior written notice to Landlord of Tenant's election to extend this Lease not less than three (3) months, nor more than six (6) months from the expiration date of the then current term.

3. Rental and Late Fees.

3.1 Rental. Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term and any Renewal Term(s), rent in the amount as follows:

- a) May 1st, 2023 – May 31st, 2028 \$3,500.00 per month;
- b) June 1st 2028 – May 31st, 2033 \$3,700.00 per month;
- c) June 1st 2033 – May 31st, 2038 \$4,000.00 per month;

3.2 Rental Prorations. 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.

3.3 Late Fees. Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). 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 (3) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. 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.

3.4 Insufficient Funds. In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) \$175.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is **greater**.

4. Utilities, Common Area Maintenance, Taxes and Other Amounts.

4.1 *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the leased 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, at Landlord's option, pay same and any such amount and/or expenses paid by Landlord shall be paid by Tenant to Landlord, plus an administrative charge of \$175.00, with the next rental payment due.

4.2 *Taxes.* Throughout the Lease Term, Tenant shall pay, along with the rental amount each month, one-twelfth (1/12th) of all Taxes associated with the Premises. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes exclude any income, transfer, profit, inheritance or franchise tax which may be imposed upon Landlord. Landlord shall estimate Taxes annually and shall reconcile actual Taxes with payments received from Tenant by March 1 of the succeeding year. Should Taxes be understated, Tenant shall pay any deficiency with the next payment of Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Taxes. It is acknowledged and agreed that Tenant shall be solely responsible for any and all personal property tax and/or sales tax assessed for the business, equipment, improvements, and other personally located upon the Premises.

4.3 *Landlord's Premises Insurance.* Landlord shall, at all times during the Term of this Lease, procure and maintain in full force and effect an All-Risk Premises Insurance Policy on the Premises, all 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 Premises, 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. Tenant shall pay any such expense for said insurance, which shall be paid to Landlord with rent, in equal monthly installments.

5. Security Deposit. As security for Tenant's prompt and full payment of the rent and other amounts, 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 **\$5,000.00**. 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.

6. Use of Premises. Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products only. Tenant shall be responsible for all licenses or permits associated with said use. 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.

7. Operation of the Premises.

7.1 *Restrictions and Guidelines.* 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 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 petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least eighteen (18) hours a day, seven days per week; and (7) comply with all requests necessary to keep the existing brand at the location (note, Tenant shall have the right to contract with petroleum product supplier of Tenant's choice).

7.2 *Failure to Comply.* In the event, Tenant fails to comply with its obligations under this Paragraph 7, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements including those regarding cleanliness. In the event Landlord expends any money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended, plus an administrative charge of 15% of such amount, with the rent payment next due.

8. 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. **None of the equipment shall be removed from the Premises.**

9. Repairs and Maintenance.

9.1 *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, as well as the property the Premises is part and the common areas, and all equipment, fixtures and other improvements located upon the Premises, the property the Premises is part and the common areas, including, but not limited to the parking lot, roof, foundation, canopy, exterior walls, underground utility and sewer pipes. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Additionally, Tenant shall be responsible for any repairs or maintenance to the pumps, underground storage tanks, and associated equipment. Tenant agrees to return the Premises and all equipment, and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

9.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of the parties for the Landlord to have no duty to repair or maintain any portion of the Premises, the property the Premises is part, any common areas, equipment, fixtures or other improvements located thereon whatsoever.

10. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur.

(f) Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years.

11. Destruction of or Damage to Premises. 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 Premises to substantially the same condition as existed before damage as speedily as practicable.

12. Indemnification of Landlord Against Loss or Claim. 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. Further, 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.

13. Tenant's Insurance of the Premises.

13.1 General Property Insurance. 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.

13.2 Comprehensive/General 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 \$350,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

14. 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.

15. 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.

16. Assignment and Subletting.

Transfer or Sale of Interest. Tenant shall 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 other than Tenant without the prior written consent of Landlord.

17. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, 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 7; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Petroleum Contract Supply Agreement for the Premises, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

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; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. 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 any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term.

18. Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:
ASHESHKUMAR A. PATEL

3741 NAPIER AVE,
MACON GA - 31204

Tenant:
SIKOTAR23, LLC

C/O HARSHADKUMAR MODI
715 12TH ST W, APT D1,
TIFTON, GA -31794

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.

19. **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. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease may also be sent to Tenant's last known address, if different from the Premises.

20. **Termination for Non-Payment.** In the event Tenant fails to pay any Rent or Additional Rent when due, Landlord may terminate this Lease, in which event, unless Landlord has previously taken possession of the Premises, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or recovery of Rent, Additional Rent or other sums due, enter upon and take exclusive possession of the Premises, or, at Landlord's election, by writ of possession. Tenant waives the provisions of O.C.G.A. § 44-7-52. All of Landlord's rights and remedies under the Lease and otherwise are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others.

21. **Personal Guaranty.** It is acknowledged and agreed that the payment, obligations, performance, and other requirements contained in this Lease shall be personally guaranteed by all members/officers or shareholders of assignee pursuant to a Personal Guaranty of Payment and Performance on a form acceptable to Landlord.

22. **Licenses and Permits.** During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor and lotto licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

23. **Signs.** Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction (hereinafter collectively called "Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, at all times, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable thereto. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

24. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

25. **Quiet Enjoyment.** So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.

26. **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.

27. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

28. **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.

29. **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 written consent.

30. **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.

31. **Right to Inspect or Audit.** Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises or business operations, including, but not limited to auditing the books and records of the business, purchase and sale invoices/records, or to make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises, or to determine whether the terms of this Lease are being complied with.

32. **Attorney's Fees and Homestead.** In the event Landlord retains an attorney at law to enforce any provision of this Lease, Tenant agrees to pay Landlord's 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.

33. **Arbitration.** Any claim or controversy between Landlord and Tenant arising out of, or relating to this Lease shall be decided by arbitration at Atlanta in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it at any court having jurisdiction.

34. **Right of First Refusal.** Landlord hereby grants to Tenant the right of first refusal to purchase from Landlord, the fee real property making up the Premises, together with all buildings, equipment and improvements owned by Landlord which are located upon the Premises (hereinafter collectively referenced as "First Refusal Property") in accordance with the following terms and conditions:

34.1 *Offer to Sell.* If Landlord desires to sell all or part of its interest in the First Refusal Property, and Landlord receives a bona fide offer for the same which Landlord wishes to accept, Landlord shall notify Tenant in writing of the terms thereof and provide Tenant with a complete copy of the executed written agreement or other documents embodying such offer which contain all of the terms and conditions between the parties, with no material terms yet to be negotiated, together with copies of all information regarding the First Refusal Property.

34.2 *Exercise of Right.* Tenant shall have the right to acquire such interest of Landlord at the price and on the terms of such offer if Tenant, within fifteen (15) days after Tenant's receipt of such written notice from Landlord of any such offer, notifies Landlord in writing of Tenant's exercise of such option. If Tenant exercises such right, the transaction shall be consummated within thirty (30) days after delivery to Landlord of Tenant's notice of exercise or at such later date as may be specified in the offer and Landlord and Tenant shall

perform such acts as are necessary to satisfy their obligations under the offer.

34.3 *Completion of Sale.* If Tenant does not exercise such right, Landlord may, at any time within three (3) months after the expiration of such fifteen (15) day period, but no later, sell, or otherwise transfer such interest, but only to the original offeror and only upon the terms of the offer submitted by Landlord to Tenant. Tenant's rights hereunder shall continue to apply until (i) Landlord's entire interest is transferred in accordance herewith; or (ii) the Lease is terminated.

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

36. **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.

37. **No Waive of Rights.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

38. **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.

39. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

40. **Entire Agreement.** This document contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

41. **Inherent Risks.**

41.1 *Acknowledgement of Risks.* Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; d) Any improvements, fixtures or equipment are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

41.2 *Release of Landlord.* Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to

reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

41.3 Personalty Removed Upon Lease Termination. At the termination or expiration of the Lease Term, Tenant shall surrender the Premises on the same condition as it was in upon delivery or possession thereto under this Lease except for the pumps and improvements described in Paragraph 43.3 of this Lease, reasonable wear and tear excepted, and shall deliver all keys to locks to Landlord. Before surrendering the Demised Premises, Tenant shall remove, prior to the expiration of the Lease Term, all of its personal property, but not any trade fixtures, alterations, additions and decorations. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term or Renewal Term, such property shall be deemed abandoned and shall become the property of Landlord.

42. Assignment of Supply Agreement. Tenant shall enter into a Contract with fuel Supply Agreement., for the exclusive supply of petroleum products to the Premises, on the date hereof.

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

43.1 Document Preparation. Each party has had the opportunity to be represented by counsel and negotiate this Agreement. This Agreement shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

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

LANDLORD:
ASHESHKUMAR A. PATEL

A. A. Patel
By: ASHESHKUMAR A. PATEL
LANDLORD

TENANT:
SIKOTAR23, LLC
A Georgia Corporation

H. H. Modi
By: HARSHADKUMAR MODI
CEO, CFO & SECRETARY

EXHIBIT "A"

LEGAL DESCRIPTION

The gas station and convenience store upon the property located at 3741 NAPIER AVE, MACON, GA – 31204-2752, USA.

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.

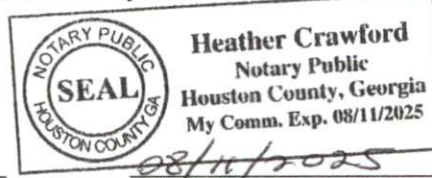
Agent's Signature: Modi Harshadkumar Date: 11/30/2023

Business Name SIKOTAR 23 LLC dba FINE FARE GROCERY

I hereby certify that Modi Harshadkumar (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 30 day of November, 2023.

[Signature]
NOTARY PUBLIC



08/11/2025
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: _____ Date: _____
(If different from Agent)

Title: Owner

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: SIKOTAR 23 LLC dba FINE FARE GROCERY

Business Address: 3741 NAPIER AVE, MACON GA 31204

Instructions:

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

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

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

Definitions:

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

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

Mark Flanagan
Applicant/Agent Signature

11/30/2023
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: SIKOTAR23 LLC dba FINE FARE GROCERY

Business Address: 3741 NAPIER AVE, MACON GA 31204

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


Code Enforcement Department Designee

12/7/23
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.

Modi Harshbarger
Applicant/Agent Signature

11/30/2023
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>Modi Harshad Kumar P.</u>	<u>HARSHADKUMAR MODI</u>	<u>11/30/2023</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: SIKOTAR23 LLC dba FINE FARE GROCERY.Owner's Name: HARSHADKUMAR H. MODIAddress: 715 12TH ST W APT D1
TIFTON GA 317941. 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? N.A.Please circle one: Relation, see below No Relation4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No5. 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 ☒ No6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ NoHARSHADKUMAR MODI
Printed Name of person completing formModi Harshadkumar H.
Signature of person completing form11/30/2023

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: SIKOTAR23 LLC dba FINE FARE GROCERY

Business Address: 3741 NAPIER AVE, MACON GA 31204

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

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

Mandi Haynes
Applicant/Agent Signature

11/30/2023
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 #

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



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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Harshadkumar Modi

Fingerprints: Completed 1.19.24

Business Name: Sikotar23 LLC DBA Fine Fare Grocery

Business Address: 3741 Napier Avenue, Macon, GA 31204

DocuSigned by:

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

Granted

David J. Davis

1/23/2024

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

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 3/28/2024 (Date)  (Initials)

Comments

After review, legal recommends denial. Self identified as gas station but did not have gas upon inspection.
Meets the legal definition of a vice mart at this time. SDD

Initials

 Stephanie Freeman, Administrative Office Specialist

ADDED TO THE APRIL 2, 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.

\$ 4500 Alcohol License Fees + \$400 Application Fee = Total \$ 4900

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: X New Business _____ Change of location _____ Change of Business

BUSINESS

Federal Tax ID #: 93-4154627 State Tax ID #: 20292838234
 Business Name: The Bose Boom Corporate and Trade Name: Pharmacy Bar LLC
 Local Business Address: 378 2nd st Macon, GA 31201
 Mailing Address: 378 2nd st Macon GA 31201
(P.O. Box Not Allowed) City State Zip
 (City State Zip)
 Local Business Phone #: () _____ Email Address: _____
 Contact Person: Heather Owens Contact Phone #: _____

AGENT

Agent's Name: Heather Owens Agent's Title: Owner
 Date of Birth: _____ Social Security Number: _____
 Home Address: 2482 McDonald Ave. City: Macon State: GA Zip: 31204
 Home Phone #: _____ Email: heatherowensnc@gmail.com
 Mailing Address: 2482 McDonald Ave. City: Macon State: GA Zip: 31204

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. 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):	Heather Bowers		
Home Address:	2482 McDonald Ave. Macon, GA 31204		
Sex	Race	Date of Birth	Social Security Number
Female	White		



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



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

Signature

Date

2/22/24

*****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 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

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>Jonathan Robert Sandlin</u>			
Home Address: <u>293 Rogers Ave Macen, GA 31204</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>White</u>		



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



I, Jonathan Sandlin, 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 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

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: Pharmacy Bar LLC DBA - The Rose Room

Printed Name of Applicant: Heather Owens

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1 DAY OF Feb, 2021

K. M. Benson
 NOTARY PUBLIC

11/11/2025
 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

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: Pharmacy Bar LLC

Printed Name of Applicant: Jonathan Sandlin

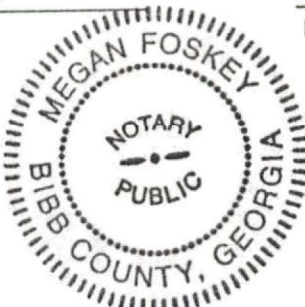
*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1 DAY OF February, 2024

Megan Foskey
NOTARY PUBLIC

March 21, 2021
MY COMMISSION EXPIRES



Rev. 7/2021

MEASUREMENT FORM

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

APPLICANT: JONATHAN SANDLIN
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 378 SECOND ST.
BUSINESS NAME: THE ROSE ROOM

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: 2-23-2024

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

The Rose Room

378 Second Street

3,400' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

4,050' — MHA housing unit property line

Mounts Homes

OK!

Paul J. Hornowski

February 22, 2024

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
138245	521422	Print Legal Ad-IPL01601430 - IPL0160143		\$46.36	1	29 L

Attention: Pharmacy Bar

Pharmacy Bar LLC The Rose Room
378 2nd Street
Macon, GA 31201

heatherowensnc@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST 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 February 23, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Pharmacy Bar LLC/The Rose Room, 378 2nd Street, 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 February 16, 2024. Heather Owens, Applicant
IPL0160143
Feb 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:
02/16/24, 02/23/24

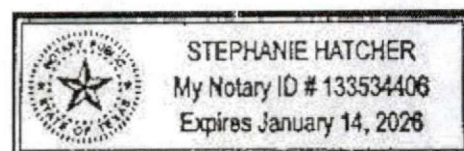
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 5th day of March 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-2024-74	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 02/07/2024
ISSUED TO NAME:	Heather Owens	
	Pharmacy Bar LLC DBA The Rose Room	
PROPERTY OWNER'S NAME:	GRIFFITH DOWNTOWN INVESTMENT	
PROPOSED USE:	New Business Application	
	Bar with alcohol consumed on premises	
ADDRESS OF PROPOSED USE:	362 SECOND ST	
	AKA 378 Second St	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	R073-0253	ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a bar with alcohol consumed on premises in an existing multi-tenant commercial building. No live entertainment or amplified music is authorized. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit and Certificate of Appropriateness for the CBD-1 design review district. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 02/07/2025

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

Home (/DashBoard/Home) | Dashboard (/DashBoard) | Search | Online Services |
Fees (http://sos.ga.gov/corporations/acrobat/applications/Reference%20-%20Filing%20Fees.pdf) | What's New? |
FAQs (http://sos.ga.gov/index.php/corporations/faq) | Personalization | Logout (/)

Welcome **HEATHER B OWENS**

Last Login: 1/11/2024 1:37:01 PM

Tuesday, February 20, 2024

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Pharmacy Bar LLC	Control Number:	23230444
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Unknown	NAICS Sub Code:	
Principal Office Address:	2308 Ingleside Ave, Macon, GA, 31204, USA	Date of Formation / Registration Date:	10/30/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Heather Owens**
Physical Address: **2482 McDonald Avenue, Macon, GA, 31204, 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: The Rose Room Name of Corporation: Pharmacy Bar LLC

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

Individual:

Name and Title: Heather Owen, Owner Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 2482 McDonald Ave. Macon, GA 31204

Mailing Address: 2482 McDonald Ave. Macon, GA 31204

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:

Trade Name: Rose Run Name of Corporation: Pharmacy Bar LLC

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

Individual:

Name and Title: Jonathan Sandlin Owner Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 293 Rogers Ave Macon, GA 31204

Mailing Address: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

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

☐ Limited Partnership (LP)

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

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

☐ Limited Liability Partnership (LLP)

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

☐ Limited Liability Limited Partnership (LLLP)

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

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

☒ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Members: 2

○ Member 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: Heather Last Name: Owens
Home Address: 2482 McDonald Ave. City: Macon State: GA Zip: 31204
Home Phone #: [REDACTED] Email: heatherowensnc@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2482 McDonald Ave City: Macon State: GA Zip: 31204

- ☐ 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

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

This 1st day of February, 2024

[Signature]
NOTARY PUBLIC



11/11/2025
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

HEATHER OWENS

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-08-18



Serial No.

cert_jg725s92



Heather Owens



AH001202

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: Jonathan Last Name: Sandlin
Home Address: 293 Rogers Rogers Ave City: Macon State: GA Zip: 31204
Home Phone #: [REDACTED] Email: jonathansandlin@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 293 Rogers Ave City: Macon State: GA Zip: 31204

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

CERTIFICATION

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

Applicant's Signature

2-1-24

Date

I hereby certify that Jonathan Sandlin 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 1 day of February, 20 24

Megan Foskey
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES

Rev. 7/2021

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

JONATHAN SANDLIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

24182545

CERTIFICATE NUMBER

6/28/2023

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10796

EXAM FORM NUMBER

6/28/2028

DATE OF EXPIRATION



#0655

Sherm L Brown

Sherm L Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution A2412 (64) 2013 (Regulation 1.2, Standard A2.1)

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

are trademarks of the National Restaurant Association.

This document cannot be reproduced or shared
(7110811)

1213

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org



Jonathan Sandlin



AH001245

ALCOHOL HANDLER

EXP: 12/31/2024

Griffith Downtown Investments, LLC

COMMERCIAL LEASE CONTRACT

THIS LEASE, made this 9th day of January of, 2024 between GRIFFITH DOWNTOWN INVESTMENTS, LLC first party (hereinafter called "Landlord") and Heather Owens and Jonathan Sadlin, second party (hereinafter called "Tenant").

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

Known as 378 Second Street, Macon, GA 31201

to be used for no other purposes than a bar.

for the term of Five years (January 2024 for 22 days) commencing on the 9th day of January, 2024, and ending on the 31st day of December, 2028 for which the Tenant agrees to pay **Griffith Downtown Investments, PO Box 779, Macon, Georgia 31202** on the first of each rental month, in advance, a monthly rental of:

January 9-31, 2024	FREE RENT
02012024-12312024	\$2,000 / month
01012025-12312025	\$2,300 / month
01012026-12312026	\$2,400 / month
01012027-12312027	\$2,500 / month
01012028-12312028	\$2,700 / month

SECURITY DEPOSIT: Tenant shall deposit with Landlord on the signing of this lease the sum of \$2,300.00, as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease.

TAXES: Real Property taxes shall be paid by Lessor. All personal property taxes attributable to personal property within the leased premises shall be paid by Lessee.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises for claims for bodily injury, death and/or property damage, with a combined single limit of \$1,000,000.00 per accident or occurrence. Landlord shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Prior to the commencement date, Tenant shall deliver to Landlord a certificate of insurance for the aforesaid liability insurance policy. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord

of termination or material modification of said policy by the insurance carrier. At least ten (10) days prior to the date of each annual renewal of the policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for the renewal.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of 10% of the rent due will be due on any rents received after the 10th of the month. A Service Charge of \$25.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossessionary warrants on the 15th of the month.

JK

TENANT'S INITIALS

SRS

TENANT'S INITIALS

An additional charge of \$125.00 will be added to cover the cost of this warrant plus \$35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessionary proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ALCOHOL PERMITS: Lessee shall be responsible for obtaining all required beer, wine and liquor license for the retail sales of alcohol. Lessee must diligently peruse obtaining any and all required alcohol licenses and shall have all formal applications submitted to all local, state and federal government entities as soon as possible.

ABANDONMENT/GOVERNMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Landlord shall not be required to make any repairs or improvements to Premises except to keep in good order the roof, the foundation, exterior walls (not including exterior windows), and abutting of sidewalks; provided however, that the cost of any such repairs required as a result of the negligence or willful act of Tenant, its customers, licensees, agents, servants or employees shall be borne by Tenant

REPAIRS BY TENANT: Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including heating and cooling units, and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations.

IMPROVEMENTS/TRADE FIXTURES: All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

SIGNAGE: Lessee shall be permitted to add company's name on the building signage location that are approved by Lessor and local Planning and Zoning ordinances and requirements at Lessees sole cost.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased be partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises or assign this Lease without written consent of Landlord.

USE AND RESTRICTIONS: Lessee shall not have loud music after 12:00 midnight due to residents living above said premises.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossession proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossession proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same 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.

UTILITIES: Tenant shall promptly pay all utility bills, including but limited to electricity, telephone, internet, water (this includes the annual backflow test) fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease. **GDI's Pest Control contract with Knox Pest Control will be transferred to the Lessee as of February 2024.**

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction thereof during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

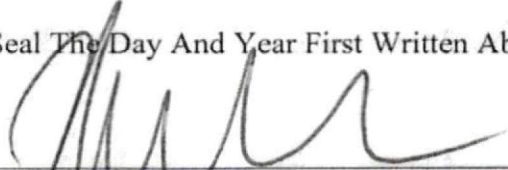
SERVICE OF NOTICE: Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to the Tenant's last known address, if different from the Premises.

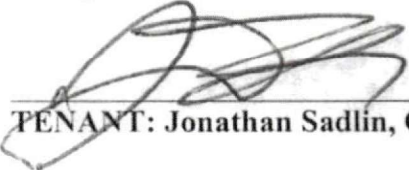
DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.


LANDLORD: Wesley Griffith, Manager, *for Wesley Griffith*
 Griffith Downtown Investments, LLC


TENANT: Heather Owens, Co-Owner


TENANT: Jonathan Sadlin, Co-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: _____

Date: _____

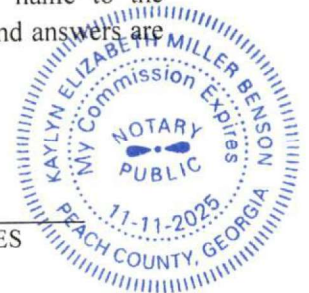
Business Name: _____

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

This 1st day of February, 2024.

Kaylyn Benson
NOTARY PUBLIC

11/11/2025
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: _____

Date: _____

(If different from Agent)

Title: _____

Business Name: Pharmacy Bar LLC DBA - The Boze Boom

I hereby certify that Heather B Owens (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 March, 2024

Megan Foskey
NOTARY PUBLIC

March 21, 2027
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Pharmacy Bar LLC DBA - The Boze Boom

Business Address: 378 2nd St. 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 _____ Date 3/5/24

Plummy Zennig

478-241-2554

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.

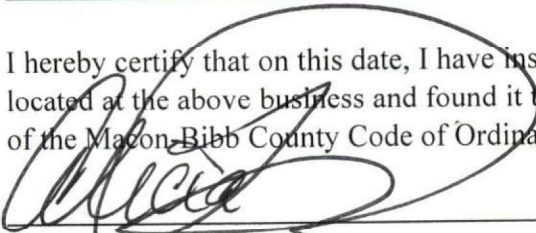
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: Pharmacy Bar LLC DBA - The Boze Boom

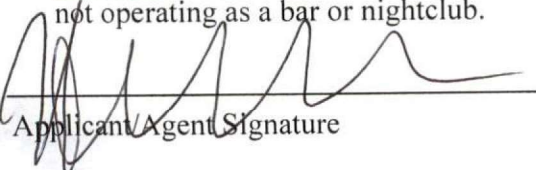
Business Address: 378 2nd St Macon GA 31201

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

3/5/24
Date

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


Applicant/Agent Signature

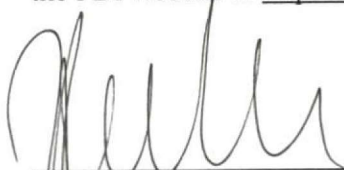
3/5/24
Date

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>.


Signature

Heather Owens
Print Name

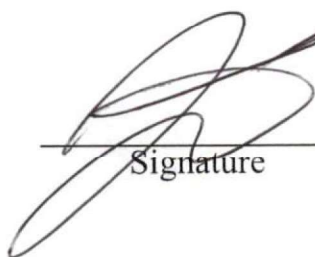
2/22/24
Date

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>.



Signature

Jonathan Robert Sandlin

Print Name

3-5-24

Date



Alcohol License Questionnaire

Name of Business: The Box Room
 Owner's Name: Heather Owens
 Address: 378 2nd St Macon GA 31201

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

Heather Owens

Printed Name of person completing form

[Signature]
 Signature of person completing form

2/22/24

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.

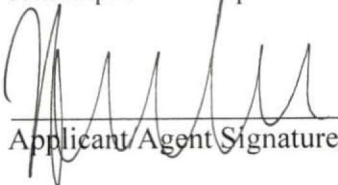
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: The Box Room

Business Address: 378 2nd St Macon, GA 31201

☒ **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

2/22/21
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: Heather Owens 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.

Heather Owens

Jonathan Sandlin

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.

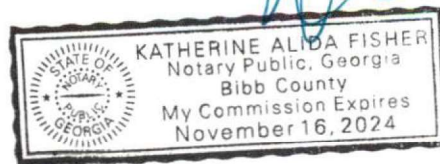
Heather Owens
Print and Sign Name

Sworn to and subscribed before me this

21st day of February, 2024

Katherine Alida Fisher
Notary Public

My commission expires: Nov 16 2024



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Jonathan Sandlin 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.

Heather Owens
Jon Sandlin

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.

Jonathan Sandlin
Print and Sign Name

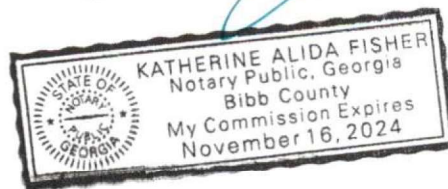
Sworn to and subscribed before me this

21st day of February, 2024.

Katherine Alida Fisher
Notary Public

My commission expires:

Nov 16 2024



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Heather Owens (co-owner), Jonathan Sadlin (co-owner)
 2. Name of the subject of this Certificate, if different from the applicant: Wesley Griffith (Griffith Downtown Investments 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: <u>Landlord</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.

Moanhanger Group, H.H. Rookery/Docktail, Natalia's, Capitol Theatre, Grant's Lounge, 543 Cherry St. Bldg, 516 Poplar St. Bldg, Mulberry St. Parking LLC, Moanhanger Bath LLC, Creek Media, 201 N. Macon St. LLC, 350 Second LLC

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.

Wes Griffith Wes Griffith
 Print and Sign Name

Sworn to and subscribed before me this
25th day of February, 2021.

Donna Sanders
 Notary Public

My commission expires: 7-14-2025





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

Reviewed By: _____

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Heather Owens and Jonathan Sandlin- both fingerprints completed 3.7.24

Business Name: Pharmacy Bar LLC DBA The Rose Room

Business Address: 378 Second Street, Macon, GA 31201

DocuSigned by:

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

Granted

David J. Davis

3/11/2024

Sheriff, Macon-Bibb County, Georgia

Date

1C561778CDEE414...

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 3/28/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE APRIL 2, 2024 PRE-COMMISSION AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments



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

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

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

Alcohol Beverage Supplemental Packet:

Lttr to Macon-Bibb County encl alcohol app - Amphitheater EFILED.pdf

Business Information

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

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

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

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

Business Name (DBA) : Macon Amphitheater

Corporation Name : Ovations Food Services LP

Business Address : 3657 Eisenhower Parkway

City : Macon

State : GA

Zip : 31206

Mailing Address : 150 Rouse Boulevard, Floor 3

City : Philadlephia

State : PA

Zip : 19112

Local Business Phone # : (404) 851-4317

Email : elsa.knouse@oakviewgroup.com

Owner Name : Ovations Food Services, L.P.

Owner Phone # : [REDACTED]

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000670

Agent's First Name : Daniel

Agent's Last Name : Vennie

Agent's Home Phone # : [REDACTED]

Job Title : Director of Food and Beverage

Agent's Home Address : 1900 Wesleyan Drive, Apt. 2908

City : Macon

State : GA

Zip : 31210

Social Security Number :



License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Distilled Spirits Consumed on Premise - \$2,900

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Daniel W. Vennie

Date

Today's Date : 02/20/2024



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.

\$ 4,400.00 Alcohol License Fees + \$400 Application Fee = Total \$ 4,800.00

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 #: 59-3599248 State Tax ID #: 200-274504
Business Name: Macon Amphitheater Corporate and Trade Name: Ovations Food Services, L.P.
Local Business Address: 3657 Eisenhower Parkway, Macon, GA 31206
(P.O. Box Not Allowed) City State Zip
Mailing Address: 150 Rouse Boulevard, Philadelphia, PA 19112
(City State Zip)
Local Business Phone #: (404) 851-4317 Email Address: Elsa.Knouse@OakViewGroup.com
Contact Person: Daniel W. Vennie Contact Phone #: [REDACTED]

AGENT

Agent's Name: Daniel W. Vennie Agent's Title: Director of Food and Beverage
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Home Address: 1900 Wesleyan Drive, Apt. 2908 City: Macon State: GA Zip: 31210
Home Phone #: [REDACTED] Email: daniel.vennie@oakviewgroup.com
Mailing Address: 1900 Wesleyan Drive, Apt. 2908 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: Ovations Food Services, L.P. Title: Owner
Home Address: 150 Rouse Boulevard City: Philadelphia State: PA Zip: 19112
Home Phone #: 813-943-2537 Email: Elsa.Knouse@OakViewGroup.com
Mailing Address: 150 Rouse Boulevard City: Philadelphia State: PA Zip: 19112

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): Brian Philip Rothenberg			
Home Address: 100 Augusta Drive, Moorestown, NJ 08057			
Sex	Race	Date of Birth	Social Security Number
Male	Caucasian		



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



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

★

Signature

Date

2/12/24

*****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</i> Felony Convictions Only

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

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

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

Agency Designee Signature and Title

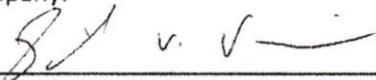
Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Daniel William Vennie		
Home Address:	1900 Wesleyan Drive, Apt. 2908, Macon, GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	Caucasian		[REDACTED]

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


1-19-24

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 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) 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.

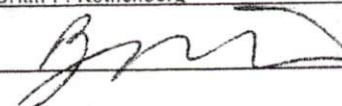
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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.

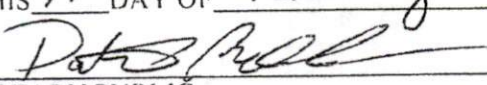
Business Name: Ovations Food Services, L.P. d/b/a Macon Amphitheater

Printed Name of Applicant: Brian P. Rothenberg

★ *Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF FEBRUARY, 2024.


 NOTARY PUBLIC

Jul 10 2024
 MY COMMISSION EXPIRES

Commonwealth of Pennsylvania - Notary Seal
 PATRICIA BUTLER - Notary Public
 Philadelphia County
 My Commission Expires Jul 10, 2024
 Commission Number 1373124

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.

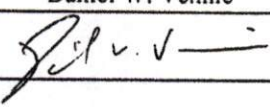
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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.

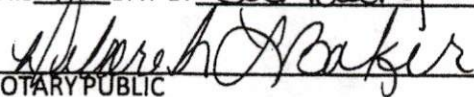
Business Name: Ovations Food Services, L.P. d/b/a Macon Amphitheater

Printed Name of Applicant: Daniel W. Vennie

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19 DAY OF January, 2024


NOTARY PUBLIC

11/30/25
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: SARD & LEFF, LLC; MINDY L. THOMPSON, ESQ.
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 3657 EISENHOWER PKWY.
BUSINESS NAME: OVATIONS FOOD SERVICES, L.P. d/b/a MACON AMPHITHEATRE

To Be Completed by County Engineer

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

☒ X Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ X Not Applicable

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

Date: 2-23-2024

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Macon Amphitheater

3657 Eisenhower Parkway

18,300' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

2,600' — MHA housing unit property line

Anthony Homes

OK!

Paul J. Hornowski

February 22, 2024

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
24185	510646	Print Legal Ad-IPL01558330 - IPL0155833	Ovations Food Services, L	\$46.36	1	30 L

Attention:

SARD & LEFF LLC
3789 ROSWELL ROAD
ATLANTA, GA 30342

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST 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 25, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Ovations Food Services, L.P. dba Macon Amphitheater, 3657 Eisenhower Pkwy Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 18, 2024. Ovations Food Services, L. P., Applicant
IPL0155833
Jan 18, 25 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:

01/18/24, 01/25/24

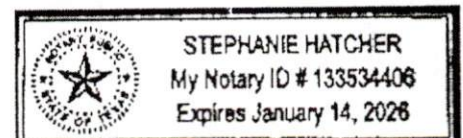
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 31st 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!

ADVISORY OPINION MEMORANDUM

TO: Macon-Bibb County Business Development Services Department

FROM: Michael McNeill, Assistant County Attorney, Macon-Bibb County

DATE: March 6, 2019

Re: Zoning Compliance Verification for Licenses on Government-Owned Property

LEGAL AND FACTUAL BACKGROUND:

Certain licenses, including occupation tax certificates ("business licenses") and alcohol licenses require the submittal of documentation from the Macon-Bibb County Planning & Zoning Board ("MBPZ"). *See, e.g.,* Macon-Bibb County Code of Ordinances Secs. 4-23(d)(1) (Alcohol Licenses); 26-217 (Occupation Tax Certificates).

Under Sec. 3.01 of the Comprehensive Land Development Resolution for Macon-Bibb County, "the City of Macon or Bibb County governments, including public rights-of-ways, the Development Authority of the Medical Center of Central Georgia, the Macon Water Authority and the Bibb County Board of Education" are all granted immunity from planning and zoning requirements. Likewise, under O.C.G.A. §§ 36-62-3 and -4, the Macon-Bibb County Urban Development Authority is a public body corporate and politic, "performing an essential governmental function in the exercise of the power conferred upon it." As such, for the reasons set forth in *Macon-Bibb Cnty. Planning and Zoning Comm'n v. Bibb Cnty. School Dist.*, 222 Ga. App. 264 (1996) and *Macon-Bibb County Hosp. Auth. V. Madison*, 204 Ga. App. 741 (1992), is immune from planning and zoning requirements. *See also, Macon Ass'n for Retarded Citizens v. Macon-Bibb County Planning and Zoning Comm'n*, 252 Ga. 484 (1984).

In attempting to comply with the licensing requirements, business owners have asked whether obtaining such documentation from the MBPZ is necessary, given the inapplicability of the planning and zoning requirements.

OPINION:

Having reviewed the laws concerning the above, it is my opinion that any application for a business or privilege license, where the applicant is practicing its trade primarily on property that is owned by a public entity, it is not necessary to require the applicant to obtain documentation of compliance from the MBPZ, because inquiry by the MBPZ could have only one result – a finding of inapplicability. In lieu thereof, the County shall accept documentation showing that the property location where the licensed trade is to be primarily carried on is owned by a public entity. In such cases, a copy of this opinion should instead be included in the application materials.

This opinion has been prepared only for the use of the above designated recipient, and is not intended to constitute legal advice of general applicability. This opinion is subject to revision in the event that the laws cited herein, or the courts' interpretations thereof, might change.

Control No. 08012968

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

OVATIONS FOOD SERVICES, L.P. a Foreign Limited Partnership

has been duly formed under the laws of Pennsylvania and has filed an application meeting the requirements of Georgia law to transact business as a foreign Limited Partnership in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above Limited Partnership is hereby granted, on **01/25/2008**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on January 25, 2008



Karen C Handel
Secretary of State

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: Macon Amphitheater Name of Corporation: Ovations Food Services, L.P.

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

Individual:

Name and Title: Spectra US, LLC Telephone Number: (856) 234-5599

Date of Birth: N/A Social Security Number: [REDACTED]

Residential Street Address: 150 Rouse Boulevard, Philadelphia, PA 19112

Mailing Address: 150 Rouse Boulevard, Philadelphia, PA 19112

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 .59% of all outstanding general partnership interests.
 - ☒ Limited Partner holding 98.82% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: ____
 - ☐ Member holdings ____% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

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

Business:

Trade Name: Macon Amphitheater Name of Corporation: Ovations Food Services, L.P.

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

Individual:

Name and Title: Ovations Food Services, LLC Telephone Number: (856) 234-5599

Date of Birth: N/A Social Security Number: [REDACTED]

Residential Street Address: 150 Rouse Boulevard, Philadelphia, PA 19112

Mailing Address: 150 Rouse Boulevard, Philadelphia, PA 19112

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 .59% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: ____
 - ☐ Member holdings ____% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

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

Business:

Trade Name: Macon Amphitheater Name of Corporation: Ovations Food Services, L.P.

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

Individual: Brian P. Rothenberg

Name and Title: President and Secretary Telephone Number: (856) 234-5599

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

Residential Street Address: 100 Augusta Drive, Moorestown, NJ 08057

Mailing Address: 150 Rouse Boulevard, Philadelphia, PA 19112

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 0.00% 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: _____
 - ☐ Member holdings ____% 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: _____

Application Instructions

Alcohol Handler's Licenses are issued to individuals, not businesses, and may be used by the same individual for any number of employers or businesses where the licensee works as an Alcohol Handler. It is a violation of the Macon-Bibb County Code of Ordinances for any person to work as an Alcohol Handler without an Alcohol Handler's License.

The following people are Alcohol Handlers, and must obtain an Alcohol Handler's License:

1. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
2. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include supervising or managing any person whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
3. Anybody with at least 25% ownership in any business selling alcoholic beverages at retail, whether by the package or by the drink, unless the business is a publicly traded company; AND 4) Any person serving as the agent on any Macon-Bibb County license for the sale of alcoholic beverages at retail, whether by the package or by the drink.

The fee is \$25.00. Alcohol Handler's License fees are not prorated and expire on **December 31st of each year.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED

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

ServSafe: (404) 467-9000 <https://www.servsafe.com/ServSafe-Alcohol>

Training Institute for Responsible Vendors Inc. (404) 531-9237.

Training for Intervention Procedures (TIPS), Nicole Blossé, 800-438-8477, ext. 390 or email Blossen@get-tips.com, www.gettips.com

Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Daniel

Last Name : Vennie

Home Address : 461 Forest Hill Rd Apt 11F

City : Macon

State : GA

Zip : 31210

Home Phone # : (478) 238-6950

Email : daniel.vennie@oakviewgroup.com

Mailing Address : 1900 Wesleyan Drive Apt 298

City : Macon

State : Georgia

Zip : 31217

Application Documents

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

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

AHTraining:

ServSafe Alcohol Certificate.pdf

A current Color (passport size) photograph of applicant.

passport:

daniel vennie.jpg

S.A.V.E.

(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:

Are you a U.S. citizen?

citizen : Yes

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 Signature : Daniel Vennie

Date : 12/05/2023

ServSafe
National Restaurant Association

CARD # 21893921

ServSafe Alcohol® CERTIFICATE

DANIEL VENNIE

NAME

3/24/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.





Daniel Vennie



AH000670

ALCOHOL HANDLER

EXP: 12/31/2024

AGREEMENT FOR FOOD AND BEVERAGE SERVICES

This Agreement for Food and Beverage Services (the "**Agreement**") is made effective as of August 1, 2022 ("**Effective Date**"), by and between Global Spectrum, L.P. d/b/a OVG360, a limited partnership organized under the laws of the State of Delaware ("**OVG**"), and Ovations Food Services, L.P. d/b/a OVG Hospitality, a limited partnership organized under the laws of the Commonwealth of Pennsylvania ("**Ovations**").

RECITALS

WHEREAS, the Macon-Bibb County, a political subdivision of the State of Georgia (the "**County**") owns the civic facility known as the *Macon Centreplex* (the "**Facility**");

WHEREAS, the County and OVG are parties to a Management Agreement dated July 1, 2016, which was extended by the Renewal Agreement, dated on or about June 18, 2021, and amended by the Amendment Agreement, dated on or about July 12, 2022 (collectively, the "**Management Agreement**") pursuant to which the County engaged OVG to manage and operate the Facility, including providing food and beverage services thereat, through June 30, 2026;

WHEREAS, OVG has the right to engage a third party to provide the Food and Beverage Service at the Facility;

WHEREAS, Ovations is in the business of managing and operating food, beverage, novelty and merchandise concessions and catering services at indoor and outdoor single and multi-purpose facilities;

WHEREAS, OVG desires to grant to Ovations the exclusive right and privilege to manage and operate the Food and Beverage Service at the Facility; and

WHEREAS, Ovations desires to accept the right and privilege to exclusively manage and operate the Food and Beverage Service at the Facility, subject to the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Management Agreement.

2. **Services.** OVG hereby retains Ovations to perform, and Ovations hereby agrees to perform, the Food and Beverage Service at the Facility. The Food and Beverage Service will be performed by Ovations in a first-class, professional manner, consistent with the terms of Article 12 of the Management Agreement.

3. **Management Agreement Compliance.** Ovations' provisions of the Food and Beverage Services shall be subject to the terms and conditions of the Management Agreement. Ovations shall not take any actions, nor fail to take any actions, that would result in OVG being in breach or default of any provision of the Management Agreement. Without limiting the foregoing, Ovations shall act consistent with the provisions of Article 5, Article 6, Section 8.2, Section 9.1, Article 10, Article 12, and Article 18 of the

Management Agreement. Additionally, Ovations shall (i) maintain insurance appropriate to its activities and consistent with that required of a provider of Food and Beverage Services under the Management Agreement, (ii) comply with applicable national and local wage requirements for employees and contractor employees, and (iii) procure and maintain any liquor licenses required pursuant to the Management Agreement and applicable law.

4. **Revenue.** All revenue generated by Ovations from operation of the Food and Beverage Service shall be deemed to be Revenue and shall be distributed by Ovations to OVG for deposit into the Operating Account. All expenses incurred by Ovations in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Ovations with funds from the Operating Account. OVG and Ovations may mutually agree on alternative arrangements for the flow of Revenue and Operating Expenses, so long as such alternative arrangements enable OVG to comply at all times with the Management Agreement.

5. **Fee.** For the provision of the Food & Beverage Services, Ovations shall be paid the Food & Beverage Fee, as set forth in the Management Agreement (the "Fee").

6. **Term.** This Agreement shall commence as of the Effective Date and shall remain in effect for so long as the Management Agreement is in effect. If the Management Agreement expires or is terminated for any reason, this Agreement shall automatically terminate. In addition, either party may terminate this Agreement for any or no reason upon thirty (30) days prior written notice. Upon termination of this Agreement, no further Fees will be due Ovations, other than Fees earned but unpaid as of the date of such termination.

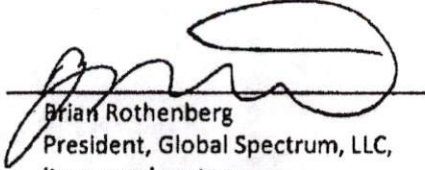
7. **Indemnity.** Each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party and their respective officers, employees, directors, managers, members, representatives, and agents (collectively, "Indemnitees"), from and against any and all third party costs, liabilities, damages, and expenses, including costs of suit and reasonable expenses for legal services, suffered by such Indemnitees, to the extent caused by or resulting from the negligence or willful misconduct of the Indemnitor or its directors, officers, employees, agents, or subcontractors.

8. **Miscellaneous.** Neither party hereto may assign, delegate, or subcontract any of its rights or obligations hereunder to any third party without the prior written consent of the other party, except in connection with the sale, merger, or other business combination involving all or substantially of its assets or equity interests. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. The Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

[Signature Page Follows]

ACCEPTED AND AREED as of the Effective Date:

GLOBAL SPECTRUM, L.P. d/b/a
OVG360

By: 
Brian Rothenberg
President, Global Spectrum, LLC,
its general partner

OVATIONS FOOD SERVICES, L.P. d/b/a
OVG Hospitality

By: 
Jim Pekala
Vice President, Ovations Food Services, LLC,
its general partner

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: 2-8-24

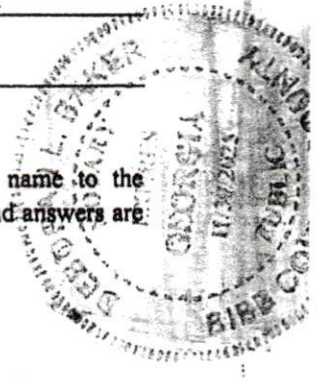
Business Name: Ovations Food Services, L.P. d/b/a Macon Amphitheater

I hereby certify that Daniel W. Vennie (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 8 day of February, 2024.

[Signature]
NOTARY PUBLIC

11/30/25
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: 2/14/24
(If different from Agent)

Title: President

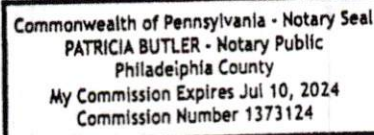
Business Name: Ovations Food Services, L.P. d/b/a Macon Amphitheater

I hereby certify that Brian P. Rothenberg (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 14th day of FEBRUARY, 2024

[Signature]
NOTARY PUBLIC

Jul 10 2024
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Ovation Food Services, L.P. d/b/a Macon Amphitheater

Business Address: 3657 Eisenhower Pkwy, Macon, GA 31206

Instructions:

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

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

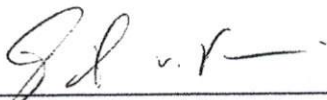
If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be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

Definitions:

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

*Business Type ID Form
Page 1
Rev. July 2021*

- ☐ **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

1-19-24
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: Ovarions Food Services, L.P. d/b/a Macon Amphitheater

Business Address: 3657 Eisenhower Pkwy, Macon, GA 31206

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

Code Enforcement Department Designee

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

1-19-24
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>.

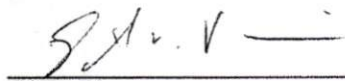
✱ 	Brian P. Rothenberg	2/12/24
Signature	Print Name	Date

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>.



Daniel W. Vennie

1-19-24

Signature

Print Name

Date



Alcohol License Questionnaire

Name of Business: Ovations Food Services, L.P. d/b/a Macon Amphitheater
 Owner's Name: Ovations Food Services, L.P.
 Address: 3657 Eisenhower Pkwy, Macon, GA 31206

1. Do you own or are you leasing your business location? Own Lease N/A - Operated by a Food and Beverage Agreement

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

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

Please circle one: Relation, see below
Macon-Bibb County owns the facility

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? N/A Yes No

Brian P. Rothenberg

Printed Name of person completing form

[Signature]
 Signature of person completing form

2/12/2017

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.

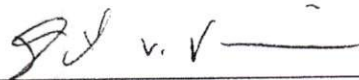
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Oventions Food Services, L.P. d/b/a Macon Amphitheater

Business Address: 3657 Eisenhower Pkwy, Macon, GA 31206

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

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


Applicant/Agent Signature

1-19-24
Date

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

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Ovations Food Services, L.P.

2. Name of the subject of this Certificate, if different from the applicant:
Brian Rothenberg, in his capacity as President of Ovations Food Services, L.P.

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.

Spectra US, LLC as .59% General Partner and 98.82% Limited Partner

Ovations Food Services, LLC, .59% General Partner

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.

★ Brian P. Rothenberg
 Print and Sign Name

Sworn to and subscribed before me this
14 day of FEBRUARY, 2024

Patricia Butler

Notary Public
 My commission expires: JUL 10 2024

Commonwealth of Pennsylvania - Notary Seal
 PATRICIA BUTLER - Notary Public
 Philadelphia County
 My Commission Expires Jul 10, 2024
 Commission Number 1373124

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: Daniel W. Vennie, Agent
2. Name of the subject of this Certificate, if different from the applicant:
Ovations Food Services, LP d/b/a Macon Amphitheater
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.

Spectra US, LLC as .50% General Partner and 98.82% Limited Partner

Ovations Food Services, LLC, .59% General Partner

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.

Daniel W. Vennie
Print and Sign Name

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

Deborah L. Baker

Notary Public

My commission expires: 11/30/25





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: Brian Rothenberg – Fingerprints Completed: 03.12.2024
 Daniel Vennie – No New Fingerprints Required

Business Name: Ovations Food Services LP dba Macon Amphitheater

Business Address: 3657 Eisenhower Parkway, Macon, GA 31206

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/16/2024 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 3/28/2024 (Date) ^{DS}
SF (Initials)

Comments

After review, legal recommends approval.

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE APRIL 2, 2024 PRECOMMISSION 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
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License 25% of applicable fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

\$ 5,500.00 Alcohol License Fees + \$400 Application Fee = Total \$ 5,900.00

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.

Existing Business - New Application

Select One: New Business Change of location Change of Business**BUSINESS**Federal Tax ID #: 58-2451592 State Tax ID #: 20016478179Business Name: Macon Beverage Co LLC Corporate and Trade Name: dba Beverage South - MaconLocal Business Address: 7600 Industrial Hwy. Macon, GA 31216
(P.O. Box Not Allowed) City State ZipMailing Address: 3 Villa Drive NW, Rome, GA 30165
(City State Zip)Local Business Phone #: (478) 781-5155 Email Address: billy.madison@bevsouth.usContact Person: William J. Madison Contact Phone #: (478) 781-5155**AGENT**Agent's Name: William J. Madison Agent's Title: Regional ManagerDate of Birth: [REDACTED] Social Security Number: [REDACTED]Home Address: 103 Brookgrove Lane City: Peachtree City State: GA Zip: 30269Home Phone #: 770-814-1293 Email: billy.madison@bevsouth.usMailing Address: 7600 Industrial Hwy City: Macon State: GA Zip: 31216**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: William J. Madison Title: Regional Manager / AgentHome Address: 103 Brookgrove Lane City: Peachtree City State: GA Zip: 30269Home Phone #: 770-814-1293 Email: billy.madison@bevsouth.usMailing Address: 7600 Industrial Hwy City: Macon State: GA Zip: 31216

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):	William Joseph Madison		
Home Address:	103 Brookgrove Ln Peachtree City, GA 30269		
Sex	Race	Date of Birth	Social Security Number
M	W		



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.

William Joseph Madison
Signature

03/11/24
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

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: Macon Beverage Co., LLC - dba Beverage South - Macon

Printed Name of Applicant: William J. Madison

*Signature of Applicant: WJ Madison

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27th DAY OF February, 2024

Sherry M Farmer
 NOTARY PUBLIC



September 12, 2025
 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: WILLIAM J. MADISON

PROPOSED LICENSE: BEER, WINE, AND LIQUOR PACKAGED TO GO

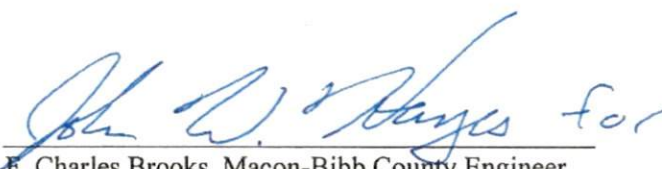
BUSINESS LOCATION: 7600 INDUSTRIAL HWY.

BUSINESS NAME: MACON BEVERAGE COMPANY DBA BEVERAGE
SOUTH 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, Macon-Bibb County Engineer

Date:

3/5/24

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

	Macon Beverage Company	
	#7600 Industrial Hwy	
4,650'	CHURCH BUILDING	300'
	Bibb Mt. Zion Baptist Church	
4,600'	CHURCH PROPERTY	
	Bibb Mt. Zion Baptist Church	
9,500'	M-B COUNTY RECREATION CENTER property line	
	South Bibb Recreation Center	
46,000'	ALCOHOL TREATMENT CENTER building	
	River Edge - Fulton Mill Road	
9,800'	PUBLIC LIBRARY or BRANCH building	
	Charles A. Sanford Library	
29,700'	MHA property line	
	Bloomfield Way	
9,600'	SCHOOL GROUND property line	600'
	John H. Heard Elementary	
9,900'	SCHOOL BUILDING	
	John H. Heard Elementary	
9,900'	EDUCATION BUILDING	
	John H. Heard Elementary	
39,100'	COLLEGE CAMPUS	
	Centra Georgia Technical College	
	Existing PACKAGE STORE (1500'+ required)	
14,200'	Bottoms Up Liquor (retail store)	
11,500'	Bibb Distributing Company (whole sale distribution)	

OK!

Paul J. Hornowski
February 29, 2024

Billy Madison

From: The Legals Adportal <orders@mcclatchy.com>
Sent: Friday, March 8, 2024 4:01 PM
To: Jean Stanley
Cc: tpennington@charlotteobserver.com; Jaimi Headrick; Billy Madison
Subject: Thank you for placing your order with us IPL0163729

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records. This transaction will show up on your credit card statement as McClatchy.

Job Details

Order Number:
IPL0163729

Classification:
Beverage Notice

Package:
MAC - Legal Ads 1x Per Week 2 Weeks

Order Cost:
\$46.36

Payment Type:
Visa

Account Details

Jean Stanley
4375 San Carlos Drive
Macon, GA 31206
478-781-5155
jean.stanley@bevsouth.us
Macon Beverage Company / Beverage South - Macon
Credit Card - [REDACTED]

Schedule for ad number IPL01637290

Tue Mar 12, 2024
The Telegraph (Macon)
All Zones

Tue Mar 19, 2024
The Telegraph (Macon)
All Zones

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer, Wine, & Spirits

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated November 30, 2022, as now or hereafter amended, notice is hereby given that on or after the March 19, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Macon Beverage Co., LLC d/b/a Beverage South - Macon, 7600 Industrial Highway. 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 March 12, 2024. Jean Stanley,
Applicant
W000000000
Mar 17 2024



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2022-1105	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 11/22/2022
ISSUED TO NAME:	William J. Madison	
	Macon Beverage Co. LLC, DBA Beverage South - Macon	
OWNER'S NAME:	BEASLEY FLOORING PRODUCTS, INC.	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	7600 INDUSTRIAL HWY	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O140-0039	ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a beverage distribution and warehouse facility in an existing commercial building. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a 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: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 11/22/2023 , THIS PERMIT IS NULL & VOID

APPROVED BY: Margaret Peth

NOTICE

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

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

CONTROL NUMBER : 0405687
EFFECTIVE DATE : 02/02/2004
COUNTY : GEORGIA
REFERENCE : 0093
PRINT DATE : 02/03/2004
ELECTED CONTROL :
FORM NUMBER : 357

PAGE SCRANTOM SPROUSE TUCKER, ETAL
JERRY L. WATTS
P.O. BOX 1199
COLUMBUS, GA 31902

CERTIFICATE OF ORGANIZATION BY ELECTION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

MACON BEVERAGE CO., LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of a certificate of election and 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 the date set forth above.



Cathy Cox
Secretary of State

ARTICLES OF ORGANIZATION OF
MACON BEVERAGE CO., LLC
A GEORGIA LIMITED LIABILITY COMPANY

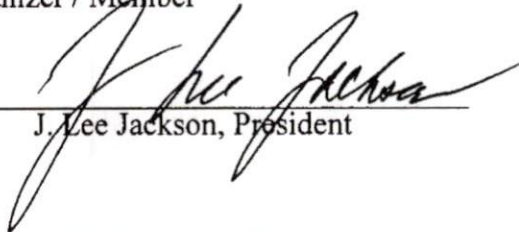
ARTICLE I

NAME

The name of the limited liability company is MACON BEVERAGE CO., LLC (hereinafter referred to as the "Company").

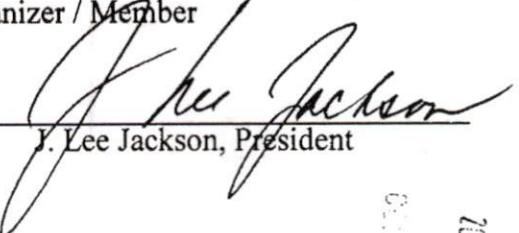
IN WITNESS WHEREOF, I have hereunto executed these Articles of Organization, this 2nd day of February, 2004.

J&L VENTURES, LLC,
Organizer / Member

By: 

J. Lee Jackson, President

J&L VENTURES SUB IV, LLC,
Organizer / Member

By: 

J. Lee Jackson, President

Page, Scrantom, Sprouse,
Tucker & Ford, P.C.
P. O. Box 1199
Columbus, Georgia 31902-1199

SECRETARY OF STATE
2004 FEB - 2 P 3:13
CORPORATE DIVISION

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

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 02/22/2024 14:41:27

BUSINESS INFORMATION

BUSINESS NAME : MACON BEVERAGE CO., LLC
CONTROL NUMBER : 0405687
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4375 San Carlos Drive, Macon, GA, 31206-1976, USA
REGISTERED AGENT NAME : Tanzine, III, John M.
REGISTERED OFFICE ADDRESS : 3 Villa Drive, NW, Rome, GA, 30165-1943, USA
REGISTERED OFFICE COUNTY : Floyd

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 7600 Industrial Hwy, Macon, GA, 31216-7612, USA
REGISTERED AGENT NAME : Jerry L. Watts
REGISTERED OFFICE ADDRESS : 3 Villa Drive NW, Rome, GA, 30165-1943, USA
REGISTERED OFFICE COUNTY : Floyd

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jerry L. Watts
AUTHORIZER TITLE : Registered Agent

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: Beverage South - Macon Name of Corporation: Macon Beverage Co., LLC

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

Individual:

Name and Title: N/A Telephone Number: () _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

Mailing Address: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 0
 - ☐ 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: _____

Type: GEORGIA LAND RECORDS
Recorded: 11/22/2022 5:19:00 PM
Fee Amt: \$3,325.00 Page 1 of 6
Transfer Tax: \$3,300.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID(s): 1983094574,
7067927936

BK 11437 PG 347 - 352

[Space Above This Line For Recording Data]

AFTER RECORDING RETURN TO:

First American Title Insurance Company
3455 Peachtree Road NE, Suite 1700
Atlanta, Georgia 30326
Attention: Angie Yarbrough
File No. NCS-1148014-ATL

Tax Parcel ID No: O140-0039

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF BIBB

THIS INDENTURE, made the 17th day of November, in the year Two Thousand Twenty-Two, by

BEASLEY FLOORING PRODUCTS, INC.,
a Georgia corporation

as party or parties of the first part, hereinafter called Grantor, in favor of

MACON BEVERAGE CO., LLC,
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Bibb County, Georgia, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

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

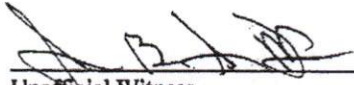
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons CLAIMING BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE, AND SUBJECT TO THE MATTERS SET FORTH ON EXHIBIT B ATTACHED HERETO.

[signatures begin on the following page]

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

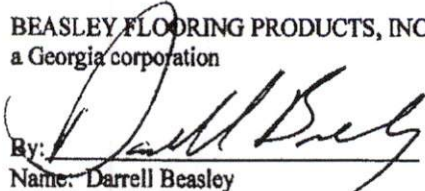
GRANTOR:

Signed, sealed and delivered in
the presence of:



Unofficial Witness

BEASLEY FLOORING PRODUCTS, INC.,
a Georgia corporation

By: 

Name: Darrell Beasley
Title: President



Notary Public

My commission expires Jan. 4, 2025



EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 204 AND 205 OF THE FOURTH LAND DISTRICT OF BIBB COUNTY, GEORGIA CONTAINING APPROXIMATELY 12.712 ACRES OF LAND AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF NORTHWEST INDUSTRIAL BOULEVARD (80 FOOT R/W) AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 (ALSO KNOWN AS INDUSTRIAL HIGHWAY) (200 FOOT R/W); THENCE, SOUTH 45 DEGREES 28 MINUTES 11 SECONDS WEST A DISTANCE OF 125.34 FEET TO A 3/4 INCH CRIMPED TOP PIPE ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY 41, SAID POINT BEING THE POINT OF BEGINNING; THENCE, SOUTH 44 DEGREES 33 MINUTES 27 SECONDS EAST, A DISTANCE OF 692.42 FEET TO A 1/2 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT SOUTH 11 DEGREES 55 MINUTES 43 SECONDS WEST A CHORD DISTANCE OF 570.64 FEET, AN ARC DISTANCE OF 606.85 FEET, HAVING A RADIUS OF 502.46 FEET TO A 1/2 INCH REBAR; THENCE SOUTH 46 DEGREES 31 MINUTES 41 SECONDS WEST, A DISTANCE OF 114.33 FEET TO A 1/2 INCH REBAR; THENCE NORTH 44 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE 1005.61 FEET TO A DRILL HOLE IN THE CORNER OF CONCRETE CURB, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF INDUSTRIAL HIGHWAY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 45 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 589.60 FEET TO A 3/4 INCH CRIMPED TOP PIPE, SAID PIPE BEING THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OR TRACT OF LAND IS THE SAME TRACT OR PARCEL OF LAND DESCRIBED IN THAT CERTAIN LIMITED WARRANTY DEED FROM PROLOGIS NA2 U.S. LLC, SUCCESSOR BY NAME CHANGE TO PROLOGIS-MACQUARIE U.S., LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DECEMBER 18, 2015, FILED FOR RECORD ON DECEMBER 28, 2015, AND RECORDED IN DEED BOOK 9602, PAGES 144-149, BIBB COUNTY, GEORGIA RECORDS.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All taxes for the year 2023 and subsequent years, not yet due and payable.
2. General Permit from Mrs. Julia W. Johnston, Mrs. Clifford W. Calhoun, Mrs. Lessie W. Feagin and Mrs. Ida W. Taylor to Southern Bell Telephone and Telegraph Company (Incorporated), dated April 19, 1946, filed for record June 24, 1946, and recorded in Deed Book 542, Page 524, Bibb County, Georgia records.
3. 20 foot railroad easement referenced in Warranty Deed between Macon-Bibb County Industrial Authority, a Georgia body corporate and politic, and Gwinnett Industries, Inc., a Georgia corporation, dated October 27, 1967, filed for record October 27, 1967, and recorded in Deed Book 1027, Page 51, aforesaid records.
4. Easement from Gwinnett Industries, Inc. to Georgia Power Company, filed for record June 13, 1969, and recorded in Deed Book 1067, Page 592, aforesaid records.
5. Easement from Gwinnett Industries, Inc. to Georgia Power Company, dated November 12, 1979, filed for record December 3, 1979, and recorded in Deed Book 1371, Page 939, aforesaid records.

PT-61 (Rev. 2/18)

To be filed in **BIBB COUNTY****PT-61 011-2022-007915**

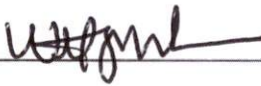
SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME BEASLEY FLOORING PRODUCTS, INC.				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 770 Uvalda Highway				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$3,300,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Hazelhurst, GA 31539 USA		DATE OF SALE 11/17/2022		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME MACON BEVERAGE CO., LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 7000 Jamesson Road Suite B				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$3,300,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Midland, GA 31820 USA		Check Buyers Intended Use () Residential (x) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$3,300.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 285A) 7600		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Industrial Highway			SUITE NUMBER
COUNTY BIBB		CITY (IF APPLICABLE) Macon		MAP & PARCEL NUMBER 0140-0039	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK 11437	DEED PAGE 347	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

Agent Certification

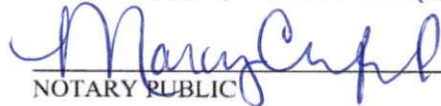
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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: William J. Madison  Date: 3/7/24 ^{ym}
~~2/26/24~~

Business Name Macon Beverage Co., LLC dba Beverage South - Macon

I hereby certify that William J. Madison (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 07 day of March, 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.

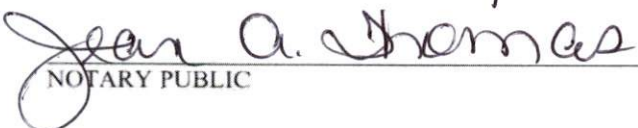
Individual/Owner's Signature: Jean C. Stanley Date: 2/23/24
 (If different from Agent) Jean C. Stanley

Title: V.P. of Finance, on behalf of _____

Business Name: J&L Ventures, LLC - Owner

I hereby certify that Jean C. Stanley (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 23rd day of February, 2024.


 NOTARY PUBLIC



Rev. 9/2020

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Macon Beverage Co., LLC - dba Beverage South - Macon

Business Address: 7600 Industrial Hwy. Macon, GA 31216

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.***

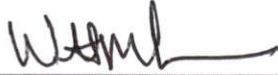
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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 - William J. Madison

2/27/24
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: Macon Beverage Co., LLC dba Beverage South - Macon

Business Address: 7600 Industrial Highway, Macon, GA 31216-7612

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.



2/27/24

Applicant/Agent Signature - William J. Madison

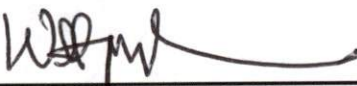
Date

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>.

	WILLIAM J. MADISON	3/7/2024
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Macon Beverage Co., LLC
 Owner's Name: J&L Ventures, LLC
 Address: 7600 Industrial Highway
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? \$ 3,264,681.37

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

Jean C. Stanley
 Printed Name of person completing form

Jean C. Stanley
 Signature of person completing form

2/20/2024
 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.

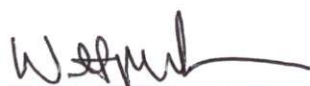
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Macon Beverage Co., LLC

Business Address: 7600 Industrial Parkway Macon, GA 31216

☒ **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 - William J. Madison

2/27/24
Date

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MACON BEVERAGE CO., LLC

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

DONALD M. LEEBERN, JR.

DONALD M. LEEBERN, III

J. LEE JACKSON

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 J. LEE JACKSON, President

Sworn to and subscribed before me this
17 day of November, 20 22.

Notary Public [Signature]

My commission expires:

JERALD L WATTS
NOTARY PUBLIC
MUSCOGEE County
State of Georgia
My Comm. Expires JULY 27, 2026

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MACON BEVERAGE CO., LLC
2. Name of the subject of this Certificate, if different from the applicant:
MACON BEVERAGE CO., LLC (Landowner)
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.

DONALD M. LEEBERN, JR.

DONALD M. LEEBERN, III

J. LEE JACKSON

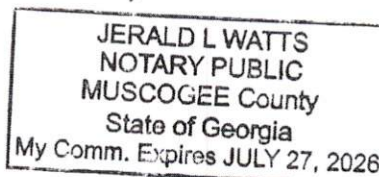
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Sworn to and subscribed before me this
17 day of November, 2022.

[Signature]
Notary Public

My commission expires:



Macon-Bibb County Certificate of Good Standing

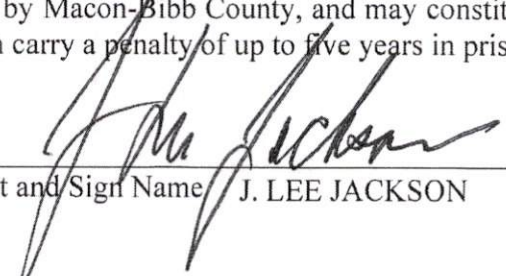
1. Name and Title of the applicant: J. LEE JACKSON
2. Name of the subject of this Certificate, if different from the applicant:
J. LEE JACKSON
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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: _____	

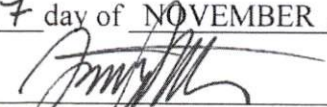
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

MACON BEVERAGE CO., LLC

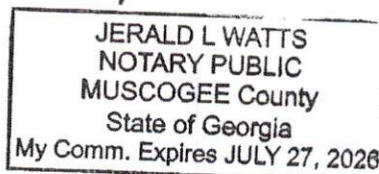
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Sworn to and subscribed before me this
17 day of NOVEMBER, 2022.


Notary Public

My commission expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: DONALD M. LEEBERN, JR.
2. Name of the subject of this Certificate, if different from the applicant:
DONALD M. LEEBERN, JR.
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.

MACON BEVERAGE CO., LLC

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.

Donald M. Leeborn Jr

Print and Sign Name DONALD M. LEEBERN, JR.

Sworn to and subscribed before me this
17th day of NOVEMBER, 20 22.

[Signature]
Notary Public

My commission expires:

Notary Public, Henry County, GA
My Commission Expires March 12, 2024

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: DONALD M. LEEBERN, III

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

DONALD M. LEEBERN, III

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.

MACON BEVERAGE CO., LLC

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 DONALD M. LEEBERN, III

Sworn to and subscribed before me this
17 day of NOVEMBER, 20 22.

Notary Public

My commission expires:

JERALD L. WATTS
NOTARY PUBLIC
MUSCOGEE County
State of Georgia
My Comm. Expires JULY 27, 2026



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: William J Madison – Fingerprints Completed: 03.12.2024

Business Name: Macon Beverage Co LLC dba Beverage South - Macon

Business Address: 7600 Industrial Highway, Macon, GA 31216

DocuSigned by:

After investigation, I recommend that the license requested herein be: 3/16/2024

Granted

David J. Davis
 Sheriff, Macon-Bibb County, Georgia
 1C561778CDEE414...

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/28/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE APRIL 2, 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.

\$ 1,500 Alcohol License Fees + \$400 Application Fee = Total \$ 1,900

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.

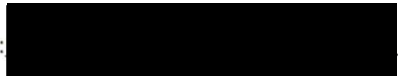
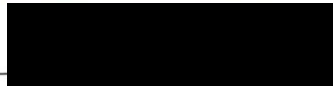
Business Continuation

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: Zavala at Farmington Corporate and Trade Name: Zavala residential incLocal Business Address: 104 Stonewall Creek Macon GA 31220
(P.O. Box Not Allowed) City State ZipMailing Address: 1391 Briarcliff Road 3A Macon GA 31211
(City State Zip)Local Business Phone #: (478) 259-7730 Email Address: zavalahospitality@gmail.comContact Person: John Passmore Contact Phone #: **AGENT**Agent's Name: John Brian Passmore Agent's Title: ownerDate of Birth:  Social Security Number: Home Address: 1391 Briarcliff Rd 3A City: macon State: GA Zip: 31211Home Phone #: 478-279-1092 Email: zavalahospitality@gmail.comMailing Address: 104 Stonewall Creek 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: _____ Title: _____

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

Home Phone #: _____ Email: _____

Mailing Address: _____ 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>John Brian Passmore</u>			
Home Address: <u>1391 Briarcliff Road 3A Macon GA 31211</u>			
Sex	Race	Date of Birth	Social Security Number
<u>m</u>	<u>w</u>		

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


 Signature

03/24/24
 Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

Business Name: Zavala at Barmington

Printed Name of Applicant: John Brian Passmore

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25 DAY OF March, 2024

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: JOHN PASSMORE
PROPOSED LICENSE: BEER, WINE, LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 104 STONEY CREEK DRIVE
BUSINESS NAME: ZAVALA AT BARRINGTON

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: 3-21-2024

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Zavala at Barrington
104 Stoney Creek Drive

33,400' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

34,150' — MHA housing unit property line

Martin Place

✓ FCB.

OK!

Paul J. Hornowski
March 20, 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
138055	519884	Print Legal Ad-IPL01594140 - IPL0159414		\$46.36	1	29 L

Attention: Zavala at

Zavala at Barrington Zavala Hospitality
104 Stoney Creek Drive
Macon, AK 31220

zavalahospitality@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer/Wine/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 February 20, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Zavala Hospitality LLC/Zavala at Barrington d/b/a, 104 Stoney Creek Drive Macon, GA 31220. 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 February 13, 2024. John Brian Passmore, Applicant
IPL0159414
Feb 13, 20 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:

02/13/24, 02/20/24

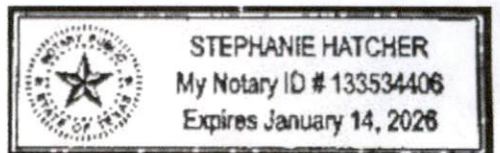
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 21th day of February in the year of 2024

Stephanie Hatcher

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





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-2024-271	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/08/2024
ISSUED TO NAME:	John Passmore	
	Zavala at Barrington Hall	
PROPERTY OWNER'S NAME:	BOWLES VENTURES LLC	
PROPOSED USE:	New Business Application	
	Restaurant w/ Alcohol COP	
ADDRESS OF PROPOSED USE:	104 STONEYCREEK DR	
	Aka 104 Stoney Creek Dr	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	FG45-0601	ZONING DISTRICT: PDR

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 03/08/2025

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.

Control Number : 22057033

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

Zavala residential LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/08/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/14/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 3/8/2022 3:40:05 PM

BUSINESS INFORMATION

CONTROL NUMBER	22057033
BUSINESS NAME	Zavala residential LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/08/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	1391 Briarcliff Road, 3a, Macon, GA, 31211, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
ZenBusiness Inc.	3390 Peachtree Road NE, Suite 320, Atlanta, GA, 30326, USA	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
John Brian Passmore	ORGANIZER	1391 Briarcliff Road, 3a, Macon, GA, 31211, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	John Brian Passmore
AUTHORIZER TITLE	Member

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/08/2023 14:56:37

BUSINESS INFORMATION

BUSINESS NAME : Zavala residential LLC
CONTROL NUMBER : 22057033
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1391 Briarcliff Road, 3a, Macon, GA, 31211, USA
REGISTERED AGENT NAME : ZenBusiness Inc.
REGISTERED OFFICE ADDRESS : 3390 Peachtree Road NE, Suite 320, Atlanta, GA, 30326, USA
REGISTERED OFFICE COUNTY : Fulton

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 1391 Briarcliff Road, 3a, Macon, GA, 31211, USA
REGISTERED AGENT NAME : ZenBusiness Inc.
REGISTERED OFFICE ADDRESS : 3390 Peachtree Road NE, Suite 320, Atlanta, GA, 30326, USA
REGISTERED OFFICE COUNTY : Fulton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : John Brian Passmore
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: Zavala at Barnington Name of Corporation: Zavala Residential LLC

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

Individual:

Name and Title: John Passmore / owner Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 1391 Barnington Road 3A Macon GA 31211

Mailing Address: 104 Stonely Creek Drive 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: _____
 - ☐ Member holdings _____% 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: John Last Name: Passmore
Home Address: 1391 Briarcliff Road 3A City: macon State: GA Zip: 31211
Home Phone #: [REDACTED] Email: zavala.hospitality@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1391 Briarcliff Road 3A 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.
- ☐ 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

03/24/24
Date

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

This 25 day of March, 20 24

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

JOHN BRIAN PASSMORE

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-03-24

Serial No.

cert_pcm2whv6





John Passmore



AH001291

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this _____ day of _____, 20____

BETWEEN:

Bowles Ventures LLC of Macon, Georgia

Telephone: (478) 550-7828

(the "Landlord")

- AND -

"Zavala Residential L.L.C. (d/b/a Zavala at Barrington)"

Telephone: (478) 279-1092

(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 104 Stoney Creek Drive, Macon, GA 31220, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not

designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the commercial premises at 104 Stoney Creek Drive, Macon, GA 31220.

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.

g. "Rent" means the total of Base Rent and Additional Rent.

Premises

2. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 104 Stoney Creek Drive, Macon, GA 31220, (the "Premises"). The Premises are more particularly described as follows: Restaurant area, kitchen, and joint use of restrooms within the clubhouse
The Premises will be used for only the following permitted use (the "Permitted Use"):
Operating a restaurant, catering, and special events venue such as weddings, reunions and social meetings to

be held within the restaurant area.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

3. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Operating a restaurant and special events venue.
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.
5. Subject to the provisions of this Lease, the Tenant is entitled to joint use of lot the parking lot ('Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term

6. The term of the Lease commences at 12:00 noon on February 1, 2024 and ends at 12:00 noon on January 31, 2025.
7. Notwithstanding that the term of this Lease commences on February 1, 2024, the Tenant is entitled to possession of the Premises at 12:00 noon on February 1, 2024.
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,500.00 (Two-thousand five hundred dollars), payable per month, for the Premises (the "Base Rent").

10. The Tenant will pay the Base Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord or Landlords appointed agent at 104 Stoney Creek Drive, Macon, Georgia, or at such other place as the Landlord may later designate.
11. The Tenant will be charged an additional amount of \$100.00 for any late payment of Rent.

Operating Costs

12. The Landlord will be responsible for paying the following operating costs:
 - a. Repair, replacement and maintenance of heating, cooling, ventilation, and air conditioning equipment throughout the building.

Use and Occupation

13. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of _____ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Advance Rent

15. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first installment of Base Rent as it falls due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease. Advance Rent shall be \$2,500.00.

Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to 130% the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

19. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal

fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

20. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. The Base Rent will be negotiated between Landlord and Tenant.

Tenant Improvements

21. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;

- d. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- e. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- f. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

- 22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: Telephone used by Tenant, internet used by Tenant, cable used by Tenant any other utilities used by Tenant.
- 23. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity, natural gas, heating oil/propane, water and cable. Tenant shall be responsible for 50 % of total electric bill, 50% natural gas, 50 %heating oil, 50 % water and sewage.

Insurance

- 24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 25. The Landlord is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
- 26. The Landlord is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
- 27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

28. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Attorney Fees

29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Georgia (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without consent of the Landlord. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's

obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Maintenance

34. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
35. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
36. The Landlord will perform the following maintenance in respect to the Premises: Heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units), Parking Lot, Exterior and Walls.
37. The Tenant will perform the following maintenance in respect to the Premises: Interior Walls and Flooring.

Care and Use of Premises

38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
39. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

46. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
47. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
48. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
49. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this ____ day of _____, 20____

Tenant

Landlord

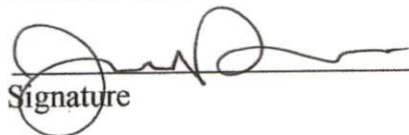
Bowles Ventures LLC

John Passmore

Printed Name

Toney Bowles

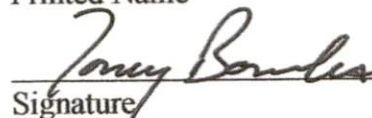
Printed Name



Signature

1-23-24

Date



Signature

1-23-24

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

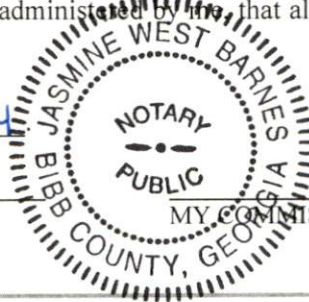
Agent Certification

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: [Signature] Date: 03/24/24
 Business Name: Zavala at Barrington

I hereby certify that John Passmore (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 25 day of March, 2024.
Garrison Barnes
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 03.11.2025



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.

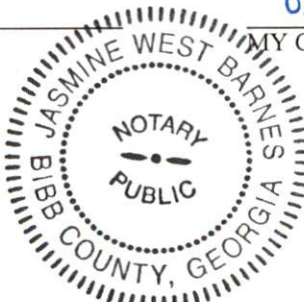
Individual/Owner's Signature: [Signature] Date: 03/24/24
 (If different from Agent)

Title: owner

Business Name: Zavala at Barrington

I hereby certify that John Passmore (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 25 day of March, 2024.
Garrison Barnes
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 03.11.2025



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Zavala at Bamington

Business Address: 104 Stoney Creek Drive macon ga 31220

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

03/24/24
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: Zavala at Barnington

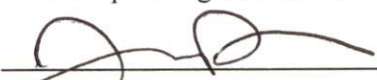
Business Address: 104 Stoney Creek Drive Macon GA 31220

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

Code Enforcement Department Designee

Date

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


Applicant/Agent Signature

03/24/24
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>.



Signature

John Passmore

Print Name

03/24/24

Date



Alcohol License Questionnaire

Name of Business: Zavala at Bamington
 Owner's Name: John Passmore
 Address: 104 Stony Creek Drive Macon GA
31220

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

John Brian Passmore
 Printed Name of person completing form

[Signature]
 Signature of person completing form

3/24/24

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: Zavala at Barnington

Business Address: 104 Stoney Creek Drive Macon GA 31220

☒ **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

03/24/24
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 #

Business owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: John Brian Passmore / owner
2. Name of the subject of this Certificate, if different from the applicant:
Zavala at Barrington
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.

Zavala Residential LLC dba Zavala at Barrington

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.

John Passmore
Print and Sign Name

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

Jasmine Barnes
Notary Public

My commission expires:



property owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Zavala at Barrington
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.

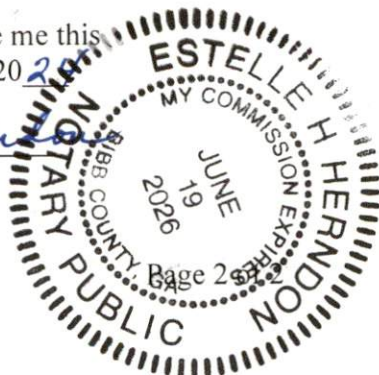
BOWLES VENTURES LLC DBA BARRINGTON HALL GOLF CLUB

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.

TONEY BOWLES Toney Bowles
Print and Sign Name

Sworn to and subscribed before me this 22 day of March, 2020

Estelle T. Herndon
Notary Public
My commission expires:



Rev. April 2022
See O-22-0011



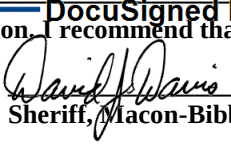
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: John Passmore – Fingerprints Completed: 03.25.24

Business Name: Zavala at Barrington

Business Address: 104 Stoney Creek Macon Ga 31220

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/26/2024 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 4/1/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials



Stephanie Freeman, Administrative Office Specialist



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 THE MAYOR TO APPROVE ISSUANCE OF A PURCHASE ORDER TO TYLER TECHNOLOGIES, INC., FOR ANNUAL LICENSING FEES FOR NEW WORLD ERP SOFTWARE IN THE AMOUNT OF \$161,377.79, PAYABLE FROM THE I.T. DEPARTMENT BUDGET, ENTERPRISE APPLICATIONS, REPAIR & MAINTENANCE – SOFTWARE LICENSES & MAINTENANCE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, On or about April 9, 2013, Macon-Bibb County entered into an agreement with New World Systems Corp. for New World public administration software; and

WHEREAS, New World Systems Corp., merged with Tyler Technologies, Inc. (“Tyler”) on November 16, 2015, with Tyler being the surviving entity; and

WHEREAS, Tyler is a sole-source vendor providing annual maintenance and customization services of the existing public administration software for Macon-Bibb County; and

WHEREAS, sole-source procurement is authorized under Macon-Bibb County Code of ordinances Sec. 19-5.4; and

WHEREAS, both the I.T. department and Procurement department concur with this award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission

authorizes the Mayor to approve the issuance of a purchase order to Tyler Technologies, Inc., in the amount of ONE HUNDRED SIXTY-ONE THOUSAND, THREE HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTY-NINE CENTS (\$161,377.79) for the annual maintenance of New World ERP software licenses, payable from the I.T. Departmental budget, Enterprise Applications, Repairs & Maintenance – Software licenses & maintenance line item.

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

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

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

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

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

[SIGNATURES TO FOLLOW]

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

APPROVED AND ADOPTED this _____ day of _____, 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 |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE SOLID WASTE DEPARTMENT BUDGET, FROM VARIOUS LINE ITEMS TO THE CONTRACTUAL SERVICES LINE ITEM, IN THE AMOUNT OF \$625,000.00, TO PROVIDE FOR ADDITIONAL CONTRACTUAL SERVICES; 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;

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

Section 1.

The Commission hereby approves a budget transfer within the Solid Waste department's budget as follows:

Transfer Out:

1. \$40,000.00 from the Repairs and Maintenance - Machinery and Equipment line item;
2. \$75,000.00 from the Repairs and Maintenance – Vehicle Parts line item;
3. \$50,000.00 from the Repairs and Maintenance – Vehicle Labor line item;
4. \$40,000.00 from the Repairs and Maintenance - Vehicle Outside Contract line item;
5. \$50,000.00 from the Rental – Equipment and Vehicles line item;
6. \$35,000.00 from the Operating Supplies General line item;
7. \$40,000.00 from the Energy and Utilities line item;

8. \$10,000.00 from the Small Equipment and Improvements General line item;
 9. \$75,000.00 from the Operating Supplies General line item;
 10. \$90,000.00 from the Operating Supplies Agricultural line item;
 11. \$20,000.00 from the Operating Supplies Cleaning and Sanitation line item; and
 12. \$100,000.00 from the Energy and Utilities Fuel and Lubricants line item
- Total Out: \$625,000.00

Transfer In:

1. \$625,000.00 to Contractual Services line item
- Total In: \$625,000.00

for the purpose of funding additional contractual services, in accordance with Exhibit A, attached hereto and incorporated herein by reference.

Section 2.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 3.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 4.

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

Section 5.

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

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

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

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 Authorizing Transfer of \$625,000 in Solid Waste Budget 3-25-24.docx

EXHIBIT A

FY 24

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Supplemental

Department

Administrative

(check a box)

Amendment Number:

x

541-Solid Waste

Date of Request: 3/19/24

Department:

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Repairs & Maintenance - Machinery & Equipment	541.4510.522200.001	40,000.00
Repairs & Maintenance - Vehicle Parts	541.4510.522200.002	75,000.00
Repairs & Maintenance - Vehicle Labor	541.4510.522200.003	50,000.00
Repairs & Maintenance - Vehicle Outside Contract	541.4510.522200.004	40,000.00
Rental- Equipment & Vehicles	541.4510.522300.002	50,000.00
Operating Supplies General	541.4510.531100.001	35,000.00
Energy & Utilities	541.4510.531200.004	40,000.00
Small Equipment & Improvements General	541.4510.531600.001	10,000.00
Operating Supplies General	541.4530.531100.001	75,000.00
Operating Supplies Agricultural	541.4530.531100.007	90,000.00
Operating Supplies Cleaning & Sanitation	541.4530.531100.011	20,000.00
Energy & Utilities Fuel & Lubricants	541.4530531200.004	100,000.00
Total		625,000.00

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Contractual Services	541.4510.523850.001	625,000.00
Total		625,000.00

Reason for Transfer-

To cover contractual services.

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 A SUPPLEMENTAL APPROPRIATION OF \$30,000.00 FROM GENERAL FUND - FUND BALANCE FOR THE PURPOSE OF FUNDING OPERATING COSTS AND SUPPLIES AT THE ANIMAL WELFARE SURGERY CENTER; 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;

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

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of \$30,000.00 from General Fund - Fund Balance to the General Fund – Animal Welfare – Operating Supplies Medical line item to fund operations and supplies for the animal welfare surgery center, in accordance with the Budget Amendment Form attached hereto and incorporated herein as Exhibit A.

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 Sheriff for Animal Welfare 3-26-24.docx

EXHIBIT A

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number: _____

Supplemental

☒

Department

Administrative

Date of Request:

03.07.24

Department:

Sheriff

Transfer From:Account TitleAccount NumberAmount

Transfer from Fund Balance

100.505500

30,000.00

Total

30,000.00

Transfer To:Account TitleAccount NumberAmount

Operating Supplies Medical

100.3910.531100.015

30,000.00

Total

30,000.00

Reason for Transfer:

Transfer budget to cover pending expenditures.

Approvals:

Department Head Initials/Date

Budget Officer Initials/Date

Finance Officer Initials/Date

County Manager Initials/Date

InitialsDate

Finance Complete Transfer

35360

Initials/Date

Notes to file:



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 OF \$200,000.00 FROM GENERAL FUND - FUND BALANCE FOR THE PURPOSE OF PROVIDING ADDITIONAL FUNDING FOR CONSOLE AND CARPET REPLACEMENT FOR E-911; 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;

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

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of \$200,000.00 from General Fund - Fund Balance to the E-911 – Small Equipment and Improvements line item to provide additional funding for the replacement of consoles and carpet at the E-911 Center, in accordance with the Budget Amendment Form attached hereto and incorporated herein as Exhibit A.

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 Sheriff for E911 Console Replacements \$200,000.docx

EXHIBIT A

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment**Amendment Number:** _____

Supplemental

X

Department

Administrative

Date of Request:**03.04.24****Department:****Sheriff E911****Transfer From:**Account TitleAccount NumberAmount

Transfer from Fund Balance

215.505500

200,000.00

Total

200,000.00**Transfer To:**Account TitleAccount NumberAmount

Small Equipment & Improvements

215.3800.531600.001

200,000.00

Total

200,000.00**Reason for Transfer:**

Supplemental budget request to cover additional costs of E911 Console Replacements.

Approvals:

Department Head Initials/Date

Budget Officer Initials/Date

Finance Officer Initials/Date

County Manager Initials/Date

Finance Complete Transfer

Initials/Date

Notes to file:

InitialsDate

3/4/24



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 \$785,500.00 IN AMERICAN RESCUE PLAN ACT FUNDS FOR THE PURPOSE OF PROVIDING FUNDING TO THE OTIS REDDING FOUNDATION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County recorded its first case of the disease caused by the 2019 Novel Coronavirus SARS-CoV-2, COVID-19, on March 16, 2020; and

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments through a program known as State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be \$29,749,340.00 in county funding,¹ and

¹ See, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

\$46,115,570.00 in metropolitan city funding,² for a total anticipated allocation of \$75,864,910.00; and

WHEREAS, the United States Treasury Department has indicated that Macon-Bibb County will receive these ARPA funds in two tranches of 50% each, with one paid in 2021, and the other approximately twelve months later in 2022; and

WHEREAS, the Macon-Bibb County government has received both tranches of approximately \$75.8 Million in ARPA local government assistance funding; and

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, in December 2022, Congress amended the SLFRF program through the Consolidated Appropriations Act, 2023, providing additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development; and

WHEREAS, on September 20, 2023, Treasury issued a 2023 Interim Final Rule implementing the Consolidated Appropriations Act, 2023 amendments to the SLFRF program; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate the local government assistance funds received by the County in a way that complies with all applicable federal law, regulations, and guidelines; and

WHEREAS, the Macon-Bibb County Commission, by Ordinance O-21-0066, authorized the appropriation of up to \$800,000.00 from American Rescue Plan Act funds to be used to fund a vaccination incentive program and there remains a balance of at least \$251,000.00 of such funds that will not be spent for such purpose; and

² See, United States Treasury Department Allocation for metropolitan Cities Table, *available at* <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf> (last accessed May 27, 2022).

WHEREAS, the Macon-Bibb County Commission desires to reappropriate the \$251,000.00 in American Rescue Plan Act funds that were anticipated to be used as provided in Ordinance O-21-0066 but remain unspent to a new purpose; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate up to \$785,500.00 in American Rescue Plan Act funds for the purpose of providing funding to the Otis Redding Foundation, of which \$251,000.00 is a reappropriation from O-21-0066 and the remainder is an appropriation from the County's ARPA allocation; and

WHEREAS, the appropriations authorized by this Ordinance will be utilized in compliance with the aforementioned Act, Final Rule, and Interim Final Rule; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this ordinance are allowable under the ARPA, Final Rule, and Interim Final Rule and finds that this ordinance is an effective use of ARPA funds to address one or more components of the COVID-19 public health emergency and its economic impact on Macon-Bibb County; and

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

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

Section 1.

The Macon-Bibb County Commission does hereby, to the extent required, approve and authorize the deappropriation of unspent funding in a total amount of \$251,000.00 originally appropriated by Ordinance O-21-0066.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$785,500.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to the Otis Redding Foundation as aid to a disproportionately impacted nonprofit.

Section 3.

The Macon-Bibb County Commission does hereby authorize the Mayor to enter into agreements with the organization receiving funds appropriated by this Ordinance establishing the

terms and conditions of the use of the American Rescue Plan Act funds, in a form to be approved by the County Attorney's Office.

Section 4.

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

Section 5.

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 6.

(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 7.

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 8.

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 9.

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 10.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

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

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]



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 \$50,000.00 FROM GENERAL FUND – FUND BALANCE TO THE ENGINEERING DEPARTMENTAL BUDGET – PROFESSIONAL SERVICES – CONSULTING FEES LINE ITEM FOR THE PURPOSE OF RETAINING CONSULTING ENGINEERS TO ASSESS STORMWATER RUNOFF AND FLOODING ISSUES AT AND AROUND LAKE WILDWOOD; TO AUTHORIZE THE HIRING OF SUCH CONSULTING ENGINEERS; 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 commission desires to assess and potentially mitigate flooding and other issues reportedly caused by stormwater runoff at and around the Lake Wildwood community, to the extent that the source of any such stormwater issues is partially or totally under the control of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission further finds that it is in the best interest of the Macon-Bibb County community to investigate and, where necessary, mitigate these issues; 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 as follows:

Section 1.

The Commission hereby approves a supplemental appropriation of up to \$50,000.00 from General Fund - Fund Balance to the Engineering Departmental Budget – Professional Services – Consulting Fees line item, for the purposes of assessing and potentially mitigating flooding and other issues reportedly caused by stormwater runoff at and around the Lake Wildwood community, to the extent that the source of any such stormwater issues is partially or totally under the control of Macon-Bibb County, in accordance with the transfer document attached hereto at Exhibit A, and incorporated herein by reference.

Section 2.

The Commission hereby authorizes the Mayor to execute such professional services agreements with licensed engineer(s) or other similarly qualified firm(s) or professional(s) for the substantial purpose of undertaking the assessments and mitigation efforts described in this Ordinance, provided that such agreement(s) shall not, in the aggregate, exceed the amount of funds appropriated herein, and that the form of such agreement(s) shall first be approved by the County Attorney's Office.

Section 3.

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 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

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 AMENDING A PORTION OF SECTION 28-19 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO SET THE MAXIMUM SPEED ON A PORTION OF MUMFORD ROAD, RUNNING BETWEEN NAPIER AVENUE AND A POINT 1300' WEST OF HOLLINGSWORTH ROAD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission, upon the recommendation of the Pedestrian Safety Review Board, passed R-23-0081, committing to a review of speed limits on county roads to ensure safe speeds for all road users; and

WHEREAS, pursuant to that Resolution, the traffic engineer began conducting studies of speed limits on county-owned and maintained roadways; and

WHEREAS, the traffic engineer has submitted a recommendation for speed reduction on Mumford Road between the intersection of Mumford Road and Napier Avenue to 1300' west of the intersection of Mumford Road and Hollingsworth Road, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, O.C.G.A. § 40-6-183(a) provides,

(a) Whenever the governing authority of an incorporated municipality or county, in its respective jurisdiction, determines on the basis of an engineering and traffic investigation that the maximum vehicle speed permitted under this chapter is greater than is reasonable and safe under the conditions found to exist upon a highway or part of a highway under its jurisdiction, such authority may determine and declare a reasonable and safe maximum vehicle speed limit thereon which:

- (1) Decreases the limit at intersections;
 - (2) Decreases the limit outside an urban or residential district, but not to less than 30 miles per hour;
 - (3) Decreases the limit within an urban or residential district, but not to less than 25 miles per hour;
- or

(4) Decreases any speed limit where a special hazard or condition exists that requires lower speed for compliance with Code Section 40-6-180.

; and

WHEREAS, Nigel Floyd, in his capacity as Traffic Engineer for Macon-Bibb County, has evaluated Mumford Road between the intersection of Napier Avenue and Mumford Road and a point 1300' west of the intersection of Mumford Road and Hollingsworth Road, and found that this roadway is a two-lane residential collector street with sidewalks with a set maximum speed limit of 35 miles per hour; and further find that a reasonable and safe maximum speed for this portion of roadway would be 25 miles per hour; and further finds that providing for a 25 miles per hour speed limit would aid law enforcement in promoting the safe and efficient transit of this road; and

WHEREAS, Section 28-19 of the Macon-Bibb County Code of Ordinances currently provides, for the maximum speed limits on various roads throughout Macon-Bibb County, and a copy of the proposed changes to the Code is attached hereto as Exhibit B, incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission concurs with the Traffic Engineer's assessment and finds on the basis thereof that the maximum vehicle speed now existing on the aforesaid roads is greater than is reasonable and safe under the conditions found thereon; 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 ORDAINED by the Macon-Bibb County Commission, and it is so ordained by the authority of the same as follows:

Section 1.

Section 28-19 of Article II of Chapter 28 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and replaced with the following:

Sec. 28-19. Speed limits.

The maximum speed limits are hereby fixed on the following roads:

- (a) *Apple Valley Road*, from Chestney Road easterly and southerly to its end, 25 miles per hour.
- (b) *Aspen Drive*, from Mount Pleasant Church Road to its end, at 25 miles per hour.
- (c) *Barrington Hall Drive*, from Foster's Green Drive to Estes Road, 25 miles per hour.
- (d) *Barrington Point*, from Greenview Terrace to its end, 25 miles per hour.
- (e) *Broadleaf Drive*, from Forsyth Road to its end, 25 miles per hour.
- (f) *Burgay Road*, from Knoxville Road to its end, 25 miles per hour.
- (g) *Canwood Drive*, from Mosely Dixon Road to its end, 25 miles per hour.

- (h) *Dodd's Walk*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (i) *Duskmore Place*, from Scarlet Oaks Drive to its end, 25 miles per hour.
- (j) *Falling Creek Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (k) *Foster Road*, from Tucker Road to Zebulon Road, 35 miles per hour, except that from a point 600 feet north of Calvin Drive to a point 600 feet south of Calvin Drive (school zone for First Presbyterian Day School), the maximum speed limit shall be 25 miles per hour.
- (l) *General Harris Drive*, from Holly Bluff Road southeasterly to Hester Road, 25 miles per hour.
- (m) *Greenview Terrace*, from Barrington Hall Drive to its end, 25 miles per hour.
- (n) *Hall Road*, from Riverside Drive to Forest Hill Road, 30 miles per hour.
- (n) *Hillridge Cove*, from Water's Edge Drive southerly and westerly to its end, 25 miles per hour.
- (o) *Lake Wildwood Subdivision*, as follows:
 - (1) *Greentree Parkway*, in its entirety, 35 miles per hour.
 - (2) For the following roads, in their entirety, 25 miles an hour:
 - (A) Abilene Trail
 - (B) Adahi Trail
 - (C) Ahwenasa Trail
 - (D) Amadahi Trail
 - (E) Amaiyulti Trail
 - (F) Atagahi Trail
 - (G) Beauregard Drive
 - (H) Breezeview Circle
 - (I) Bridle Lane
 - (J) Bristle Cone Drive
 - (K) Campground Road
 - (L) Chickamauga Drive
 - (M) Chisholm Trail
 - (N) Clearview Court
 - (O) Clubhouse Drive
 - (P) Conestoga Trail
 - (Q) Coyote Court
 - (R) Dolly Madison Court
 - (S) Edgewater Circle
 - (T) Edgewater Drive
 - (U) Excalibur Drive
 - (V) Fox Tail Drive
 - (W) Friar Tuck Lane
 - (X) Galahad Circle
 - (Y) Gareth Lane

(Z) Gawaine Circle
(AA) Glastonbury Lane
(BB) Guinevere Lane
(CC) Happy Trail
(DD) Hushpuppy Lane
(EE) James Place
(FF) Jefferson Circle
(GG) Jefferson Park Drive
(HH) King Arthur Drive
(II) Lacebark Drive
(JJ) Lake Wildwood Drive
(KK) Lancelot Lane
(LL) Levee Lane
(MM) Little John Court
(NN) Live Oak Lane
(OO) Loblolly Circle
(PP) Loblolly Lane
(QQ) Longleaf Drive
(RR) Maid Marion Lane
(SS) Merlin Circle
(TT) Monterey Court
(UU) Monticello Place
(VV) North Confederate Drive
(WW) North Plantation Parkway
(XX) Natsihi Trail
(YY) Nimue Lane
(ZZ) Palomino Court
(AAA) Panorama Place
(BBB) Pelham Way
(CCC) Plantation Parkway
(DDD) Queen Ann's Lane
(EEE) Rebel Lane
(FFF) Ridgeview Circle
(GGG) Roundtable Lane
(HHH) Royalwyn Circle
(III) Royalwyn Court
(JJJ) Royalwyn Drive

(KKK) Runnymede Lane
 (LLL) South Confederate Drive
 (MMM) South Plantation Parkway
 (NNN) Saddle Horn Drive
 (OOO) Sandy Beach Drive
 (PPP) Santa Fe Trail
 (QQQ) Shortleaf Lane
 (RRR) Springview Drive
 (SSS) Steamboat Lane
 (TTT) Stephen Foster Lane
 (UUU) Stone Mountain Circle
 (VVV) Sunshine Court
 (WWW) Surrey Road
 (XXX) Table Mountain Drive
 (YYY) Tally Ho Lane
 (ZZZ) Tattersall Court
 (AAAA) Trails End Drive
 (BBBB) Tristram Circle
 (CCCC) Tudor Court
 (DDDD) Unaliyi Trail
 (EEEE) Unadilla Trail
 (FFFF) Waluhiyi Trail
 (GGGG) Westminster Circle
 (HHHH) Wilderness Drive
 (IIII) Will Scarlet Way

- (p) *Misty Ridge*, from Barrington Hall Drive to its end, 25 miles per hour.
- (q) *Mosley Dixon Road*, from Claystone Park, East, 3,022 feet, 35 miles per hour.
- (r) *Mumford Road*, from Napier Avenue to 1300' west of Hollingsworth Drive, 25 miles per hour.
- (s) *Northside Drive*, from Tom Hill, Sr. Boulevard west to Rivoli Drive, 45 miles per hour.
- (t) *Ruark Road*, from Jeffersonville Road and Riggins Mill Road, 25 miles per hour
- (u) *Scarlet Grove Court*, from Scarlet Oaks Drive to its end, 25 miles per hour.
- (v) *Scarlet Oaks Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (w) *Shady Banks Court*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (x) *Skipper Road*, from a point 1,000 feet south of Hartley Bridge Road to a point 500 feet north of Farwell Street (school zone for Rutland Middle and High Schools), 25 miles per hour.
- (y) *Thomaston Overlook Drive*, from Thomaston Road (SR 74) to its end, 25 miles per hour.
- (z) *Tucker Road*, to Thomaston Road (SR 74), 35 miles per hour.

- (aa) *Twin Pines Drive*, from Nottingham Drive to Woodland Drive, 30 miles per hour.
- (bb) *Walden Road*, from Hawkinsville Road (SR 247) to South Walden Road, 35 miles per hour.
- (cc) *South Walden Road*, from Walden Road to Houston Road, 35 miles per hour.
- (dd) *Water Pointe Drive*, from Gates Road northwesterly to its end.
- (ee) *Water Wheel Court*, from Water's Edge Drive northwesterly to its end.
- (ff) *Water's Edge Drive*, from Gates Road northerly and westerly to its end.
- (gg) *Watercress Drive*, from Water's Edge Drive westerly to Hillridge Cove.

Section 2.

The Macon-Bibb County Administration and the Bibb County Sheriff's Office are hereby authorized to post such signs and file any papers necessary to the Georgia Department of Public Safety, or to any other State Agency, as required to permit the use of radar for the purpose of enforcing the speed limits set herein, in accordance with this Ordinance and with Article 2 of Chapter 14 of Title 40 of the Official Code of Georgia Annotated.

Section 3.

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

Section 4.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 5.

- (a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for

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

Section 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

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

Section 8.

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)

EXHIBIT A



Macon-Bibb County, GA

ENGINEERING DEPARTMENT

780 Third St. Macon, GA 31201 Phone: 478-621-6660 Fax: 478-621-666

MEMO

TO: Frank Howard, County Attorney

FROM: Nigel Floyd, Traffic Engineer *NBF*

DATE: March 25, 2023

SUBJECT: Speed Reduction

Traffic Engineering and the Pedestrian Safety Review Board request the speed limit on a portion of Mumford Road be reduced from 35mph to 25mph. Below is a description:

1. Mumford Road

- The speed limit on Mumford Road, from Napier Avenue to 1300' west of Hollingsworth Road be reduced from 35mph to 25mph.

NBF

EXHIBIT B

Exhibit B

Sec. 28-19. Speed limits.

The maximum speed limits are hereby fixed on the following roads:

- (a) *Apple Valley Road*, from Chestney Road easterly and southerly to its end, 25 miles per hour.
- (b) *Aspen Drive*, from Mount Pleasant Church Road to its end, at 25 miles per hour.
- (c) *Barrington Hall Drive*, from Foster's Green Drive to Estes Road, 25 miles per hour.
- (d) *Barrington Point*, from Greenview Terrace to its end, 25 miles per hour.
- (e) *Broadleaf Drive*, from Forsyth Road to its end, 25 miles per hour.
- (f) *Burgay Road*, from Knoxville Road to its end, 25 miles per hour.
- (g) *Canwood Drive*, from Mosely Dixon Road to its end, 25 miles per hour.
- (h) *Dodd's Walk*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (i) *Duskmore Place*, from Scarlet Oaks Drive to its end, 25 miles per hour.
- (j) *Falling Creek Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- (k) *Foster Road*, from Tucker Road to Zebulon Road, 35 miles per hour, except that from a point 600 feet north of Calvin Drive to a point 600 feet south of Calvin Drive (school zone for First Presbyterian Day School), the maximum speed limit shall be 25 miles per hour.
- (l) *General Harris Drive*, from Holly Bluff Road southeasterly to Hester Road, 25 miles per hour.
- (m) *Greenview Terrace*, from Barrington Hall Drive to its end, 25 miles per hour.
- (n) *Hall Road*, from Riverside Drive to Forest Hill Road, 30 miles per hour.
- (n) *Hillridge Cove*, from Water's Edge Drive southerly and westerly to its end, 25 miles per hour.
- (o) *Lake Wildwood Subdivision*, as follows:
 - (1) *Greentree Parkway*, in its entirety, 35 miles per hour.
 - (2) For the following roads, in their entirety, 25 miles an hour:
 - (A) Abilene Trail
 - (B) Adahi Trail
 - (C) Ahwenasa Trail
 - (D) Amadahi Trail
 - (E) Amaiyulti Trail
 - (F) Atagahi Trail
 - (G) Beauregard Drive
 - (H) Breezeview Circle

(I) Bridle Lane
(J) Bristle Cone Drive
(K) Campground Road
(L) Chickamauga Drive
(M) Chisholm Trail
(N) Clearview Court
(O) Clubhouse Drive
(P) Conestoga Trail
(Q) Coyote Court
(R) Dolly Madison Court
(S) Edgewater Circle
(T) Edgewater Drive
(U) Excalibur Drive
(V) Fox Tail Drive
(W) Friar Tuck Lane
(X) Galahad Circle
(Y) Gareth Lane
(Z) Gawaine Circle
(AA) Glastonbury Lane
(BB) Guinevere Lane
(CC) Happy Trail
(DD) Hushpuppy Lane
(EE) James Place
(FF) Jefferson Circle
(GG) Jefferson Park Drive
(HH) King Arthur Drive
(II) Lacebark Drive
(JJ) Lake Wildwood Drive
(KK) Lancelot Lane
(LL) Levee Lane
(MM) Little John Court
(NN) Live Oak Lane
(OO) Loblolly Circle
(PP) Loblolly Lane

(QQ) Longleaf Drive
(RR) Maid Marion Lane
(SS) Merlin Circle
(TT) Monterey Court
(UU) Monticello Place
(VV) North Confederate Drive
(WW) North Plantation Parkway
(XX) Natsihi Trail
(YY) Nimue Lane
(ZZ) Palomino Court
(AAA) Panorama Place
(BBB) Pelham Way
(CCC) Plantation Parkway
(DDD) Queen Ann's Lane
(EEE) Rebel Lane
(FFF) Ridgeview Circle
(GGG) Roundtable Lane
(HHH) Royalwyn Circle
(III) Royalwyn Court
(JJJ) Royalwyn Drive
(KKK) Runnymede Lane
(LLL) South Confederate Drive
(MMM) South Plantation Parkway
(NNN) Saddle Horn Drive
(OOO) Sandy Beach Drive
(PPP) Santa Fe Trail
(QQQ) Shortleaf Lane
(RRR) Springview Drive
(SSS) Steamboat Lane
(TTT) Stephen Foster Lane
(UUU) Stone Mountain Circle
(VVV) Sunshine Court
(WWW) Surrey Road
(XXX) Table Mountain Drive

(YYY) Tally Ho Lane
(ZZZ) Tattersall Court
(AAAA) Trails End Drive
(BBBB) Tristram Circle
(CCCC) Tudor Court
(DDDD) Unaliyi Trail
(EEEE) Unadilla Trail
(FFFF) Waluhiyi Trail
(GGGG) Westminster Circle
(HHHH) Wilderness Drive
(IIII) Will Scarlet Way

- (p) *Misty Ridge*, from Barrington Hall Drive to its end, 25 miles per hour.
- (q) *Mosley Dixon Road*, from Claystone Park, East, 3,022 feet, 35 miles per hour.
- (r) *Mumford Road*, from Napier Avenue to 1300' west of Hollingsworth Drive, 25 miles per hour.
- ~~(sf)~~ *Northside Drive*, from Tom Hill, Sr. Boulevard west to Rivoli Drive, 45 miles per hour.
- ~~(ts)~~ *Ruark Road*, from Jeffersonville Road and Riggins Mill Road, 25 miles per hour
- ~~(us)~~ *Scarlet Grove Court*, from Scarlet Oaks Drive to its end, 25 miles per hour.
- ~~(vt)~~ *Scarlet Oaks Drive*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- ~~(wv)~~ *Shady Banks Court*, from Thomaston Overlook Drive to its end, 25 miles per hour.
- ~~(xw)~~ *Skipper Road*, from a point 1,000 feet south of Hartley Bridge Road to a point 500 feet north of Farwell Street (school zone for Rutland Middle and High Schools), 25 miles per hour.
- ~~(yw)~~ *Thomaston Overlook Drive*, from Thomaston Road (SR 74) to its end, 25 miles per hour.
- ~~(zx)~~ *Tucker Road*, to Thomaston Road (SR 74), 35 miles per hour.
- ~~(aay)~~ *Twin Pines Drive*, from Nottingham Drive to Woodland Drive, 30 miles per hour.
- ~~(bby)~~ *Walden Road*, from Hawkinsville Road (SR 247) to South Walden Road, 35 miles per hour.
- ~~(ccz)~~ *South Walden Road*, from Walden Road to Houston Road, 35 miles per hour.
- ~~(ddaa)~~ *Water Pointe Drive*, from Gates Road northwesterly to its end.
- ~~(eebb)~~ *Water Wheel Court*, from Water's Edge Drive northwesterly to its end.
- ~~(ffee)~~ *Water's Edge Drive*, from Gates Road northerly and westerly to its end.
- ~~(ggdd)~~ *Watercress Drive*, from Water's Edge Drive westerly to Hillridge Cove.



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 APPROVING A REQUEST SUBMITTED BY LAND AND WATER SOLUTIONS, LLC, ON BEHALF OF THE OCMULGEE LAND TRUST, FOR A VARIANCE TO THE FLOOD DAMAGE PREVENTION ORDINANCE TO ALLOW FOR A WETLANDS RESTORATION PROJECT AT THE LAMAR MOUNDS MITIGATION SITE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has transferred authority over stormwater management and is in the process of completing the transition for floodplain variances to the Macon Water Authority (the “Authority”); and

WHEREAS, until that transition is complete Macon-Bibb County remains the administering body for Flood Damage Prevention Variances despite updated having already been made to the Code to reflect the Authority as the variance granting agency; and

WHEREAS, Chapter 11 of the Macon-Bibb County Code of Ordinances (the “Code”) is entitled as the Flood Damage Prevention Ordinance, with the purpose of reducing the public and private risk of loss due to flood conditions in Macon-Bibb County; and

WHEREAS, the Ocmulgee Land Trust has designed a plan to restore the wetlands and original hydrology at the Lamar Mounds Mitigation Site, (the “Site”); and

WHEREAS, Water and Land Solutions, LLC has applied for a Flood Damage Prevention Variance through the Macon-Bibb County engineer, for the Site on behalf of the Ocmulgee Land Trust; and

WHEREAS, the Macon-Bibb County Engineer has reviewed the request for variance, including the technical evaluations and other relevant factors, attached here as Exhibit A and

incorporated herein by reference; and

WHEREAS, under the Code, a Flood Damage Prevention Variance should only be granted when there exists (i) a finding of good and sufficient cause; (ii) a determination that a failure to grant the variance would result in exceptional hardship; and (iii) a determination that the grant will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud or victimization of the public, conflict with existing local law or ordinance, or cause or contribute to surface water pollution; and

WHEREAS, after review of the plans and technical specifications of the requested variance, the County Engineer, as more fully stated in the attached Exhibit B incorporated herein by reference, finds that: (i) good and sufficient cause exists to grant this variance; (ii) exceptional hardship for the requester would result from a failure to grant the variance; and (iii) the variance will not result in increased flood heights, additional threats to public safety, additional public expense, create a nuisance, cause fraud or victimization of the public, conflict with local ordinance, or contribute to surface water pollution.

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 accepts the recommendation of the County Engineer and approves the request for a Flood Damage Prevention Variance made by Land and Water Solutions to allow the wetlands restoration of the Lamar Mounds Mitigation Project to proceed.

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

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

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission grants the

Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Exhibit A

MACON-BIBB COUNTY FLOOD DAMAGE PREVENTION VARIANCE

A variance is a grant of relief from the terms of the specific standards required in the community's floodplain management ordinance. Variance requests must be considered carefully. Once granted, a variance can establish a dangerous precedent. A variance should be granted only for unique situations on a specific site. Under no circumstance should granting a variance establish a pattern that is inconsistent with the intent of floodplain regulations. A variance action could result in the community's suspension from the National Flood Insurance Program (NFIP).

ANY VARIANCE GRANTED BY THE BOARD OF COMMISSIONERS MUST BE CONSISTENT WITH NFIP GUIDELINES AND WITH THE COMMUNITY'S FLOODPLAIN MANAGEMENT ORDINANCE.

Date of Application: March 1, 2024 Application No. _____

Property Address of Request: Vacant Land – No property address

Legal Description: N/A

Name of Property Owner: Ocmulgee Land Trust Phone No.: 214-762-5369

Name of Applicant: Water and Land Solutions Phone No.: 828-493-3287

Address (if different from Owner): 6 Dula Springs Road, Weaverville, NC 28787

Type of Building and Intended Use: Wetland Mitigation Bank

1. Is the proposed development located in the regulatory floodway? Yes X No _____

If no, continue to 2.

If yes, proceed with caution. The applicant must possess an engineering analysis that demonstrates NO increase in the base flood elevation because of the proposed development. An Engineering "No-Rise" Certificate must accompany the variance application. If the applicant does not have this documentation, DO NOT grant the variance.

2. Can the development be located outside of the 1% annual chance (100-year) floodplain?

(Hereafter referred to as the Special Flood Hazard Area [SFHA]) Yes _____ No X

If yes, then the variance should not be granted.

If no, continue to 3.

Every effort must be made to ensure that the development does not take place in the SFHA.

This may involve relocating the actual building site on the parcel or revising construction plans to minimize the chances of flooding. In some cases, this may also involve using a separate parcel that is not located in a SFHA.

MACON-BIBB COUNTY FLOOD DAMAGE PREVENTION VARIANCE

If the development cannot be located outside of the SFHA, state why:

The project involves restoring the natural hydrology of the existing ditched wetlands. Cut/fill both in the floodway and 100-yr floodplain is necessary for the long-term project success.

3. Has the applicant shown that the proposal will cause no additional threats to public safety, no additional public expense, create no nuisances, cause no fraud or victimization of the public or not conflict with existing laws or ordinances? Yes X No

If no, the variance should not be granted.

If yes, then continue to 4.

A building permitted below the flood protection elevation (BFE plus freeboard) has an increased risk of flood damage. This will add to the local government's responsibilities for many years. Future owners of the property and the community as a whole are subject to all the costs, inconveniences, danger, and suffering that these increased flood risks may bring. In addition, future owners may purchase the property without knowing that the building is subject to flooding. Potential public expenses such as rescue costs, utility shut-off costs, employee overtime, fuel costs, and road repair costs may be incurred.

State why the development will not increase flood heights, create additional threats to public safety, or cause additional public expense:

The work being performed will not increase nor decrease the base flood and the floodway elevations and extents. A no-rise analysis has been performed. Tabular data comparing the existing and proposed conditions of the site accompany this variance.

4. Has the applicant shown that the terms of the floodplain ordinance will constitute an exceptional hardship? Yes X No

If no, the variance should not be granted.

If yes, continue to 5.

The hardship that would result from failure to grant a variance must not be routine but rather exceptional, unusual, and peculiar to the property. Economic or financial hardship, inconvenience, aesthetic considerations, physical handicaps, personal preferences, the disapproval of one's neighbors, or homeowners association restrictions DO NOT, qualify as exceptional hardship. Only physical characteristics and **not personal** matters should be considered.

MACON-BIBB COUNTY

FLOOD DAMAGE PREVENTION VARIANCE

List the nature of the exceptional hardship:

Restoration of the wetland hydrology within the project boundaries is critical to the long-term health of the ecosystem.

5. Do the conditions of the proposed variance give the minimum relief? Are they such that the maximum practical flood protection will be given to the proposed construction?

Yes NA No N/A

The variance board should consider every available means to ensure that the structure is not subject to flooding. This may involve elevating the structure, raising all utilities to or above the base flood elevation, using flood damage resistant materials, or using watertight sealant.

List the applicant's requirement in order to provide the maximum practical flood protection.

N/A. There are no structures on the property that will be affected by wetland bank development.

6. Is the requested variance or exception for the construction or restoration of a structure listed on the National Register of Historic Places?

Yes N/A No N/A

If no, continue to No. 7.

If yes, attach a letter or documentation from the Georgia Department of Community Affairs Historic Preservation Division. If yes, will the improvements maintain the historic integrity of the structure?

Yes _____ No _____

7. Is the area of the lot of record where the structure will be measure 0.5 acres or less?

Yes N/A No N/A

If no, what is the size of the parcel? No structures exist on the property

8. Will there be a danger of harmful materials from this property swept by flooding events to other properties?

Yes _____ No X

MACON-BIBB COUNTY
FLOOD DAMAGE PREVENTION VARIANCE

9. State the susceptibility of the proposed facility (and its contents) to flood damage and the effect of such damage on the applicant.

N/A. No structures exist on the property.

10. Will emergency vehicles be able to safely access the property during times of flooding?

Yes N/A No N/A

11. What are the costs of providing governmental services during and after flooding events on the property, including maintenance and repair of public utilities and facilities such as gas, water, sewer and electrical systems, streets and bridges?

N/A

12. Will granting the variance request confer on the applicant any special privilege that is denied by the Floodplain Management Ordinance to other lands or structures in the area?

Yes _____ No X

NOTE: If a variance is granted, the community is required to notify the applicant in writing that a variance will lessen the degree of protection and will:

13. Result in an increased risk to life and property due to flooding or erosion damage.

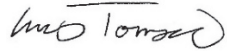
From a public safety standpoint, the applicant must be aware that the structure and its contents will be susceptible to flooding and its occupants subject to flood risk. N/A. No structures existing on the property.

14. Result in increased flood insurance premium rates. From a financial standpoint, the applicant must be aware that the premium rates to be applied can be much higher than for structures built in compliance with minimum NFIP standards. N/A. No structures existing on the property.

Flood insurance is required for direct or federally insured loans. Although the present applicant may not be obtaining a loan or wish to purchase flood insurance. A future buyer/owner will likely be required to carry flood insurance coverage. Flood insurance for non-complaint structures is expensive. Flood insurance costs may be so high that the home becomes virtually unsellable. Furthermore, without flood insurance the homeowner may not be eligible for disaster assistance. If seriously damaged during a flood, the result may be an abandoned or poorly repaired building.

MACON-BIBB COUNTY
FLOOD DAMAGE PREVENTION VARIANCE

AS AN APPLICANT REQUESTING A VARIANCE TO CHAPTER 11, FLOOD DAMAGE PREVENTION ORDINANCE, AS DESCRIBED IN THIS APPLICATION, THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE ACTIONS STATED MAY INCREASED PERMIUM RATES FOR FLOOD INSURANCE AND THAT CONSTRUCTION BELOW THE BASE FLOOD ELEVATION INCREASES THE RISKS TO LIFE AND PROPERTY.



Applicant's Signature

3/1/2024

Date

RECORD OF VARIANCE ACTIONS

Variance request submitted to _____ on _____
(Community Appeal Board)

(Date)

In accordance with the criteria and guidelines of the floodplain regulations in Macon-Bibb County's Code of Ordinance, Part III, Chapter 11 – Flood Damage Prevention, Article V – Variances.

Hereby [] approves, [] denies the above request for a variance to the requirements of the Floodplain Management Ordinance.

By: _____,
(Signature) (Title)

(Date)

Decision of the Board: _____

Special provision of Variance Approval: _____



Floodplain Administrator's Signature

3/4/2024

Date

****Approval does not invalidate the responsibility of the property owner to meet all restrictions and covenants that are on the property.**

Existing versus Proposed 100-YR Flood Model Tabular Comparison

Reach	River Sta	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl	Rise/Fall
Reach-1	124000	Multiple	94967	272.25	291.71	288.39	292.46	0.000978	8.76	26396.8	6324.57	0.37	
Reach-1	124000	Multiple Proposed	94967	272.25	291.71	288.39	292.46	0.000978	8.76	26396.8	6324.57	0.37	0
Reach-1	123538	Multiple	94967	272.23	291.18	288.05	291.97	0.001114	8.9	25187.78	6588.48	0.39	
Reach-1	123538	Multiple Proposed	94967	272.23	291.18	288.05	291.97	0.001114	8.9	25187.78	6588.48	0.39	0
Reach-1	123000	Multiple	94967	271.83	290.68	287.53	291.43	0.001091	8.77	26029.69	7122.55	0.39	
Reach-1	123000	Multiple Proposed	94967	271.83	290.68	287.53	291.43	0.001091	8.77	26029.69	7122.55	0.39	0
Reach-1	122500	Multiple	94967	270.2	289.76	285.39	290.82	0.00127	9.74	23848.36	7952.88	0.42	
Reach-1	122500	Multiple Proposed	94967	270.2	289.76	285.39	290.82	0.00127	9.74	23848.36	7952.88	0.42	0
Reach-1	122000	Multiple	88203	268.6	289.71	284.69	290.21	0.000623	7.13	30751.91	11614.81	0.3	
Reach-1	122000	Multiple Proposed	88203	268.6	289.71	284.69	290.21	0.000623	7.13	30751.91	11614.81	0.3	0
Reach-1	121500	Multiple	88203	267.78	289.24	286.06	289.84	0.000962	8.21	31336.04	11622	0.36	
Reach-1	121500	Multiple Proposed	88203	267.78	289.24	286.06	289.84	0.000962	8.21	31336.04	11622	0.36	0
Reach-1	121016	Multiple	88203	268.07	288.82	285.91	289.42	0.001176	8.3	32347.64	10989.73	0.39	
Reach-1	121016	Multiple Proposed	88203	268.07	288.82	285.91	289.42	0.001176	8.3	32347.64	10989.73	0.39	0
Reach-1	120567	Multiple	88203	267.89	288.55	285.28	289.04	0.000911	7.59	37879.92	10882.42	0.35	
Reach-1	120567	Multiple Proposed	88203	267.89	288.55	285.28	289.04	0.000911	7.59	37879.92	10882.42	0.35	0
Reach-1	120444	Multiple	88203	254.94	288.4	285.26	288.84	0.001026	7.46	34147.51	11446.51	0.33	
Reach-1	120444	Multiple Proposed	88203	254.94	288.4	285.26	288.84	0.001026	7.46	34147.51	11446.51	0.33	0
Reach-1	120374	Bridge											
Reach-1	120276	Multiple	88203	266.1	287.62	284.74	288.42	0.001097	8.94	26812.36	11010.88	0.39	
Reach-1	120276	Multiple Proposed	88203	266.1	287.62	284.74	288.42	0.001097	8.94	26812.36	11010.88	0.39	0
Reach-1	119806	Multiple	87251	266.68	286.76	284.85	287.82	0.001575	10.08	25545.58	11385.88	0.46	
Reach-1	119806	Multiple Proposed	87251	266.68	286.76	284.85	287.82	0.001575	10.08	25545.58	11385.88	0.46	0
Reach-1	119500	Multiple	87251	265.75	286.44	283.92	287.38	0.001333	9.52	28222.28	11600.52	0.42	
Reach-1	119500	Multiple Proposed	87251	265.75	286.44	283.92	287.38	0.001333	9.52	28222.28	11600.52	0.42	0
Reach-1	118821	Multiple	87251	263.61	285.48	281.61	286.54	0.001261	9.72	26341.65	12071.03	0.42	
Reach-1	118821	Multiple Proposed	87251	263.61	285.48	281.61	286.54	0.001261	9.72	26341.65	12071.03	0.42	0

PROJECT LIMITS

Indicates decrease in BFE from existing to proposed
Indicates increase in BFE from existing to proposed

Existing vs. Proposed Floodway Model Tabular Comparison

Reach	River Sta	Plan	Top Wdth Act	Area	Vel Total	Base WS	W.S. Elev	Rise/Fall
			(ft)	(sq ft)	(ft/s)	(ft)	(ft)	
Reach-1	124000	Floodway	2239.89	19523.85	4.86	291.71	292.65	
Reach-1	124000	Floodway Proposed	2239.89	19523.85	4.86	291.71	292.65	0
Reach-1	123538	Floodway	2515.55	20335.72	4.67	291.18	292.18	
Reach-1	123538	Floodway Proposed	2515.55	20335.72	4.67	291.18	292.18	0
Reach-1	123000	Floodway	2829.6	19930.54	4.76	290.68	291.4	
Reach-1	123000	Floodway Proposed	2829.6	19930.54	4.76	290.68	291.4	0
Reach-1	122500	Floodway	3386.35	18463.89	5.14	289.76	290.19	
Reach-1	122500	Floodway Proposed	3386.35	18463.89	5.14	289.76	290.19	0
Reach-1	122000	Floodway	4023.79	27245.56	3.24	289.71	290.38	
Reach-1	122000	Floodway Proposed	4023.79	27245.56	3.24	289.71	290.38	0
Reach-1	121500	Floodway	4350.56	24772.89	3.56	289.24	289.7	
Reach-1	121500	Floodway Proposed	4350.56	24772.89	3.56	289.24	289.7	0
Reach-1	121016	Floodway	4825.53	25135.59	3.51	288.82	289.11	
Reach-1	121016	Floodway Proposed	4825.53	25135.59	3.51	288.82	289.11	0
Reach-1	120567	Floodway	5015.3	29360.29	3	288.55	288.68	
Reach-1	120567	Floodway Proposed	5015.3	29360.29	3	288.55	288.68	0
Reach-1	120444	Floodway	3640.54	30915.23	3.56	288.4	288.46	
Reach-1	120444	Floodway Proposed	3640.54	30915.23	3.56	288.4	288.46	0
Reach-1	120374 BR U	Floodway	3504.93	23129.97	3.88	288.36	288.37	
Reach-1	120374 BR U	Floodway Proposed	3504.93	23129.97	3.88	288.36	288.37	0
Reach-1	120374 BR D	Floodway	3533.53	25066.28	3.65	287.93	288.35	
Reach-1	120374 BR D	Floodway Proposed	3533.53	25066.28	3.65	287.93	288.35	0
Reach-1	120276	Floodway	3680.31	30752.4	3.44	287.62	288.09	
Reach-1	120276	Floodway Proposed	3680.31	30752.4	3.44	287.62	288.09	0
Reach-1	119806	Floodway	5361.58	26588.56	3.28	286.76	287.46	
Reach-1	119806	Floodway Proposed	5361.58	26588.56	3.28	286.76	287.46	0
Reach-1	119500	Floodway	5499.06	29755.91	2.93	286.44	287.24	
Reach-1	119500	Floodway Proposed	5499.06	29755.91	2.93	286.44	287.24	0
Reach-1	118821	Floodway	5697.97	27083.09	3.22	285.48	286.48	
Reach-1	118821	Floodway Proposed	5697.97	27083.09	3.22	285.48	286.48	0

PROJECT LIMITS

Indicates decrease in floodway elevation from existing to proposed
 Indicates increase in floodway elevation from existing to proposed

NO-RISE CERTIFICATION

This document is to certify that I am duly qualified engineer licensed to practice in the State of Georgia. It is to further certify that the attached technical data supports the fact that the proposed Upper Ocmulgee Mitigation Bank will not increase the water surface elevation of the base flood more than zero (0) foot at any point within the locality, on the Ocmulgee River at published cross-sections in the Flood Insurance Study for Macon-Bibb County, Number 130680, Panel 0154 and 0153, Suffix G, dated June 7, 2017.



Seal and Signature

Christopher Alan Tomsic
Name

Senior Water Resources Engineer
Title

6 Dula Springs Road,
Weaverville, NC 28787
Address

2/29/2024
Date

FOR COMMUNITY USE ONLY		
☐ Approved ☐ Disapproved		
_____	_____	_____
Name and Title	Signature	Date

Exhibit B



Macon-Bibb County Engineering

780 Third St., Macon, 31201

Memorandum

DATE: 3/4/2024
TO: Adrianna Beavers, Assistant County Attorney
FROM: Charles Brooks, County Engineer
SUBJECT: Floodplain Variance,

Water and Land Solutions wishes to restore the natural hydrology of a 1000 foot existing ditched wetlands in the Ocmulgee National Monument area along the Ocmulgee River. The area in question is located on the Ocmulgee Mounds National Historical Park near Boggy Branch. The ditch to be restored is partially in the FEMA regulated Floodway. As such, to improve this ditch will require fill to be added into the Floodway. A “No-Rise” certification is required when filling in the Floodway. Also, FEMA data would have to be sought and used for the calculations. For this small restoration, it is my opinion that this would create extreme hardship on the designer. Localized data can and should be used to obtain the same results.

MBC’s Floodplain Ordinance, under Chapter 11, Flood Damage Prevention, Article V allows for a variance if certain situations exist that cause unreasonable hardship on the developer or owner. I’ve reviewed the Variance Application and concurred that all pertinent data, including a “No-Rise” Certification, have been included.

Please, review and submit for inclusion in the next Commission Meeting for review and approval.

Thank you, Charles Brooks, County Engineer.