



Board of County Commissioners Pre-Commission Meeting

September 3, 2024 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. August 20, 2024 Pre-Commission Meeting Minutes (Sponsored by: Lester M. Miller, Mayor)

3. Alcohol Beverage Licenses

- a. Village Coffee LLC DBA Village Coffee located at 2391 Ingleside Ave., Macon, Georgia

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

- b. Rajvin 2022 LLC DBA Bloomfield Grocery located at 4175 Bloomfield Rd., Macon, Georgia

Legal recommends final denial. They did not timely respond with their request for a hearing. (Sponsored by: Lester M. Miller, Mayor)

4. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Second Amendment To The Agreement With Paulk Landscaping &

- Nursery, Inc., In The Amount Of \$208,000.00, For Landscape Maintenance Services At Rose Hill Cemetery; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements With Various Vendors For As needed Repair And Maintenance Services For Traffic Signals And Signage, At Specified Hourly Rates; (Sponsored by: Lester M. Miller, Mayor)
 - c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Janitorial Services Agreement With Executive Cleaning, Inc. To Add Janitorial Services For The Common Areas Of The Macon Mall For The Additional Fee Of \$2,066.00 Per Month, To Be Paid From The Facilities Management Departmental Budget – Custodial – Contract Labor Line Item; To Provide For Annual Renewals Thereof; (Sponsored by: Lester M. Miller, Mayor)
 - d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With WM2A Architects, In The Amount Of Up To \$286,286.00, For Architectural And Construction Management Services For The Improvements To Memorial Park, Frank Johnson Recreation Center, And Filmore Thomas Park, To Be Paid From The Splost 2018 Fund – Recreation Line Items Associated With Those Parks; (Sponsored by: Lester M. Miller, Mayor)
 - e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Purchase And Sale Agreement With BBWOD, LLC, For The Purchase Of Certain Real Property Identified As Parcel Id# R0820029 (Sponsored by: Lester M. Miller, Mayor)
 - f. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Dues Agreement With The Middle Georgia Regional Commission For A Term Of Up To 4 Fiscal Years, Beginning In Fiscal Year 2025, At A Rate Of \$1.30 Per Resident Of Macon-Bibb County Per Year; (Sponsored by: Lester M. Miller, Mayor)
 - g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Health Services Of Central Georgia, Inc. DBA Atrium Health Navicent Medical Group, In The Amount Of \$49,500.00, For Employee And Retiree Biometric Screenings, To Be Paid From The Group Insurance Fund – Self Funded – Wellness Program Line Item; (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$250,000.00 From General Fund – Fund Balance To The Federal Grants Fund For The Purpose Of Providing Matching Funding For A Land And Water Conservation Fund Grant From The Georgia Department Of Natural Resources; To Authorize The Application For And Acceptance Of Such Grant To Update The Playground At Amerson River Park; And To Approve The Purchase And Installation Of

Playground Equipment *If Such Grant Is Awarded*; (Sponsored by: Lester M. Miller, Mayor)

6. Change to the Macon-Bibb County Code

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Section 19-60 Of The Macon-Bibb County Code Of Ordinances For The Purpose Of Increasing The Annual Participation Goals For Minority And Small Business Programs; (Sponsored by: Virgil Watkins, Commissioner)

7. Real Property

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Quitclaim Deed In Favor Of BSW Auto Sales, LLC, For The Sale Of Real Property Totaling 0.16 Of An Acre, More Or Less, For Its Approximate Fair Market Value Of \$5,327.47; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorizing The Mayor To Close And Abandon Certain Portions Of Unnamed Right-Of-Way Running Between Brookdale Avenue And Atlantic Avenue, And Lying Adjacent To 3600 Brookdale Avenue, And To Remove Such Paths From The Official Road Map Of Macon-Bibb County; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorizing The Mayor To Abandon Certain Portions Of Right-Of-Way In Old City Blocks 59, 75, 76, Removing Such Paths From The Official Road Map Of Macon-Bibb County; And To Authorize The Sale Of The Parcels Resulting From Such Abandonment Via Offer To Current Of Future Abutting Owners; (Sponsored by: Lester M. Miller, Mayor)

8. Adoption of the Millage Rate

- a. An Ordinance Of The Macon-Bibb County Commission Reducing The Millage Rate From 10.723 Mills To 9.900 Mills, To Be Levied And Assessed For The Year 2024 Upon The Taxable Property Located In The Macon-Bibb County Tax District; (Sponsored by: Lester M. Miller, Mayor)

9. 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);

Added to the 9/3/2024 Pre-Commission meeting



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Wine Tasting	\$500
Sunday Sales	\$300	Brown Bag	\$0	Alcohol Beverage Caterer	\$600
Temporary Alcohol License	\$100				
Please check here if you are applying for a Business Continuation License. Business Continuation License is 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.

\$ 300 Alcohol License Fees + \$400 Application Fee = \$ 700
200 600

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.

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

BUSINESS

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

Business Name: Village Coffee Corporate and Trade Name: Village Coffee LLC

Local Business Address: 2391 Ingleside Macan, GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 2391 Ingleside Macan, GA 31204
Street Address (City State Zip) Village Coffee Macan

Local Business Phone #: 478-284-9874 Email Address: blawler4@gmail.com

Contact Person: Brandon Lador Contact Phone #: 478-284-9874

AGENT

Agent's Name: Brandon Lador Agent's Title: owner

Date of Birth: _____ Social Security Number: _____

Home Address: 311 Pierce Avenue City: Macan State: GA Zip: 31204

Home Phone #: 478-284-9874 Email: blawler4@gmail.com

Mailing Address: 311 Pierce Avenue City: Macan 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): <u>Brandon Michael Lacro</u>			
Home Address: <u>311 Pierce Ave Macan, GA 31204</u>			
Sex	Race	Date of Birth	Social Security Number
<u>male</u>	<u>white</u>		



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

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

Signature

Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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.**

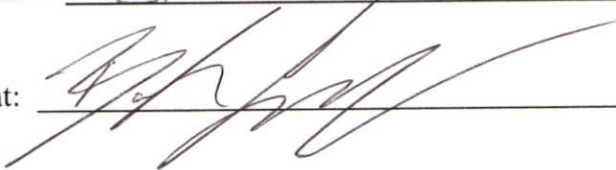
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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: Village Coffee

Printed Name of Applicant: Brandon Lawler

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 22 DAY OF August, 20 24.

NOTARY PUBLIC 

MY COMMISSION EXPIRES 1-24-28



MEASUREMENT FORM

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

APPLICANT: BRANDON LAWLER
PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES
BUSINESS LOCATION: 2391 INGLESIDE AVE.
BUSINESS NAME: VILLAGE COFFEE

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)

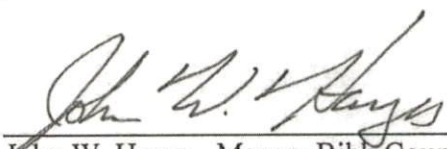
☒ *Comply* ☐ *Does not comply*

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:


John W. Hayes - Macon-Bibb County Engineer

Date:

8/8/24

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.

Village Coffee

2391 Ingleside Avenue

10,250' - ALCOHOLIC TREATMENT CENTER property line

Riveredge - Emery Highway

5,850' - MHA housing unit property line

Mounts Homes

OK! JKH
Paul J. Hornowski
August 7, 2024

CONSUMPTION ON PREMISES

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Mounts Homes

OK!
Paul J. Hornowski
August 7, 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
68280	579066	Print Legal Ad-IPL01866860 - IPL0186686		\$46.36	1	30 L

Attention: Brandon Lawler

Macon Bar Services LLC
425 Cherry Street
Macon, Georgia 31201

blawler4@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR C.O.P. Beer and 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 August 8, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Village Coffee LLC dba Village Coffee, 2391 Ingleside Avenue 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 1, 2024. Brandon Lawler, Applicant
IPL0186686
Aug 1, 8 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:

08/01/24, 08/08/24

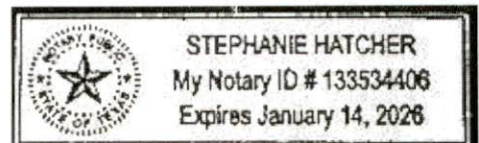
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 8th day of August 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!

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR C.O.P. Beer and Wine Alcohol License

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 August 7, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Village Coffee LLC dba Village Coffee, 2391 Ingleside Avenue 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 July 31, 2024. Brandon Lawler,
Applicant
IPL0186686
Aug 2,9 2024

*Need
entire*



ZONING COMPLIANCE

PERMIT NO: ZC-2024-1938	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/16/2024
PARCEL NO: P063-0236	ZONING DISTRICT: C-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Brandon Lawler Village Coffee	
PROPOSED USE:	New Business Application restaurant w/ alcohol	
ADDRESS OF PROPOSED USE:	2367 INGLESIDE AVE, MACON, GA 31204 AKA 2391 Ingleside Ave	
PROPERTY OWNER'S NAME:	G&A CENTRAL GEORGIA PROPERTI	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and previous approval 2017-21120, approval is granted to operate a restaurant with alcohol sales in an existing multi-tenant commercial building. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. 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. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/16/2025

APPROVED BY: *John Langstaff*

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.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Village Coffee LLC	Control Number:	24139316
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Accommodation and Food Services	NAICS Sub Code:	Limited-Service Restaurants
Principal Office Address:	311 Pierce Ave, Macon, GA, 31204, USA	Date of Formation / Registration Date:	7/16/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Brandon M Lawler**
Physical Address: **311 Pierce Ave, Macon, GA, 31204, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

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: Village Coffee Name of Corporation: Village Coffee LLC

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

Individual:

Name and Title: Brandon Lader, owner Telephone Number: 478-284-9874

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

Residential Street Address: 311 Pierce Avenue
P.O. Box Not Allowed (City State Zip)

Mailing Address: Macan, GA 31204
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

AH000148

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 : Brandon

Last Name : Lawler

Home Address : 311 Pierce Avenue

City : Macon

State : GA

Zip : 31204

Home Phone # : (478) 284-9874

Email : blawler4@gmail.com

Mailing Address : 311 Pierce Avenue

City : Macon-Bibb County

State : GA

Zip : 31204

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:

eTIPS.jpg

A current Color (passport size) photograph of applicant.

passport:

387560948_1520321642078491_1448934773433768583_n.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 : Brandon Lawler

Date : 12/15/2023

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on December 7, 2021
provided by Health Communications, Inc.
is hereby granted to:

Brandon Lawler

Certification to be sent to:

Macon Bar Services LLC
499 Martin Luther King Jr Blvd
Macon GA, 31201-3542 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



Brandon Lawler



AH000148

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE AGREEMENT

(Standalone Single-Tenant Building)



2024 Printing

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (G & A CENTRAL GA PROPERTIES LLC) and the undersigned Tenant (Brandon Lawler) do hereby agree as follows:

A. PRIMARY TERMS. The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 7/21/2024 on the terms and conditions which are set forth below.

1. **Agreement to Lease: Property Address:** 2391 INGLESIDE AVE
 Unit _____ City MACON County Bibb Georgia, Zip 31204 ("Premises")
 The legal description of the Property is attached as an exhibit hereto and incorporated herein.
2. **Use:** Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: Coffee shop Current Zoning: C1
3. **Term and Possession: Lease Start Date:** 8/1/2024 **Last Day of Lease ("Lease End Date"):** 7/31/2029
 Tenant may terminate this Agreement without penalty if possession is not granted within 2 days of the Lease Start Date ("Approved Delay Period").
4. **Rent.**
 - a. **Rent:** Rent shall be payable to G&A Central Georgia Properties, LLC and delivered to: P.O. Box 5146, Macon, GA 31208 ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.
 - i. Year 1 Rent \$3,750.00 per month
 - ii. Year 2 Rent (if applicable) \$ 3750 per month
 - iii. Year 3 Rent (if applicable) \$ 3750 per month
 - iv. Year 4 Rent (if applicable) \$ 3750 per month
 - v. Year 5 Rent (if applicable) \$ 3750 per month
 - vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.
 - b. **Due Date for Rent:** Rent is due by the 1st day of the month. Rent may be paid in any of the forms checked here:
☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT.
 - c. **Late Date and Additional Rent for Late Payment:** Rent paid after 5 P.m. on the 5th day of the month shall be late and must include additional rent of \$250 ("Additional Rent for Late Payment").
 - d. **Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of 3.5%.
 - e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of \$75.00 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.
5. **Security Deposit.** Tenant shall pay Georgia Real Estate Advisors, LLC as "Holder" a security deposit of \$3,750.00 by: ☒ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT.
 Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.
6. **Notice Not to Renew Lease.** A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 60 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide 60 days notice of termination, and Tenant shall provide 60 days notice of termination.
7. **Subletting.** No subletting of any kind is permitted except with the prior written consent of Landlord.
8. **Utilities.** Utilities provided by Landlord as part of rent on Premises: ☒ Water ☐ Sewer ☐ Trash Pickup ☐ Electric ☐ None
 ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.
9. **Holding Over Fee.** The daily fee for holding over beyond the expiration of the Lease is \$175.00.
10. **Certain Liquidated Damages Paid By Tenant.**
 - a. **Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$500.00 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$500.00 per occurrence.
 - b. **Denial of Access Charge:** Tenant agrees to pay \$100.00 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

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CF31, Commercial Lease Agreement, Page 1 of 10, 07/01/24

11. Brokerage Relationships in this Transaction:**a. Leasing Broker is** Georgia Real Estate Advisors **and is:**

- (1) working with Tenant as a ☐ client or ☐ customer.
 (2) ☐ acting as a dual agent representing Landlord and Tenant.
 (3) ☐ acting as designated agent where:
Ryan Griffin
 has been assigned to exclusively represent Tenant.

b. Listing Broker is Georgia Real Estate Advisors **and is:**

- (1) working with Landlord as a ☐ client or ☐ customer.
 (2) ☐ acting as a dual agent representing Tenant and Landlord.
 (3) ☐ acting as designated agent where:
Ryan Griffin
 has been assigned to exclusively represent Landlord.

12. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:

Ryan Griffin is an agent in GA and member of G&A Central GA Properties, LLC but is not representing anyone in this transaction.

13. Property Taxes: All ad valorem taxes levied against the Premises shall be paid by: *[select one. The boxes not checked shall not be a part of this Lease].*

- ☒ **a.** Landlord pays all ad valorem property taxes.
☐ **b.** Tenant pays all ad valorem property taxes.
☐ **c.** Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year _____.
☐ **d.** Other: _____

14. Leasehold Improvements and Alterations: Improvements and/or alterations, if any, to be performed by Landlord and/or Tenant to the Premises and the party who is paying the cost to perform the same is addressed in the Improvements and Alterations Exhibit (CF33).**15. Repairs and Maintenance:** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

Tenant(s) Initials

BL

Landlord(s) Initials

RDG**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**

- 1. Agreement to Lease.** The parties agree to enter into this Lease for the Premises. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein.
- 2. Use.** Tenant shall be responsible at all times to comply with all applicable laws, ordinances and regulations dealing with the use and occupancy of the Premises. Tenants shall not permit anything to be done in or about the Premises which in any way conflicts with any law, statute, ordinance, environmental requirements, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.
- 3. Term and Possession.** If Landlord is unable to deliver possession of Premises on the Lease Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.
- 4. Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.
- 5. Security Deposit.**
 - a. Deposit of Same:** Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.
 - b. Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

- c. Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.
- d. Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.
- e. Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.
- 6. Notices.**
- a. Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
- b. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- c. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- d. When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.
- 7. Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.
- 8. Utilities.** Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.
- 9. Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

10. Certain Liquidated Damages Paid by Tenant. It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.

- a. **Fee to Halt Dispossession Action:** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossession Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossession action.
- b. **Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

11. Brokerage Relationships in This Transaction.

- a. **Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
- b. **Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

12. Material Relationship Disclosure. For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

13. Property Taxes. All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).

14. Leasehold Improvements and Alteration. No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars (\$1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

15. Repairs and Maintenance. Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

C. OTHER TERMS AND CONDITIONS

1. Default.

- a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
 - (1) Tenant fails to abide by any of the terms and conditions of this Lease.
 - (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
 - (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
 - (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
 - (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

b. Effect of Default: If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. Tenant's Responsibilities.

a. Freezing of Pipes: To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.

b. Mold and Mildew: Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.

c. Access Codes: Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.

d. Premises Part of Community Association: If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. Rules and Regulations. Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

a. No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.

b. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.

c. Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. Personal Property Loss and Personal Injury; Statute of Limitations. Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. Disclaimer.

a. General: Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.

b. Construction Disclaimer: Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

6. Miscellaneous.

- a. **Time of Essence:** Time is of the essence of this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- g. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- h. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- i. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
- j. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- k. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
- l. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
- m. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.
- n. **Severability and Interpretation:**
 - (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
 - (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.

7. **Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

8. **Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until the Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but, effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such taking, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall have no interest in Tenant's award or relocation expenses or loss of business, if any.

9. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.

a. **General Commercial Liability Insurance:** Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.

b. **Property Insurance:** Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

10. **Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

12. Beware of Cyber Fraud: Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

13. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- ☐ Legal Description Exhibit A
- ☐ Maintenance and Repair Exhibit (CF32) "_____"
- ☐ Improvements and Alterations Exhibit (CF33) "_____"
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Tenant shall pay full water bill less \$75, each month.

All equipment, not attached to the building, belongs to the Landlord. Tenant may use and shall professionally maintain said equipment. After all obligations under this lease have been fulfilled, including but not limited to the payment of all rent and utility bills through the end of the term, all the equipment, not attached to the building, shall become the possession of the Tenant.

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 **Tenant's Signature** Brandon Lawler
Brandon Lawler
 Print or Type Name
7/22/2024
 Date
blawler4@gmail.com
 Tenant's E-mail Address

2 **Tenant's Signature**

 Print or Type Name

 Date

 Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Georgia Real Estate Advisors
 Leasing Broker

Ryan D. Griffin
Broker/Affiliated Licensee Signature

Ryan Griffin 258283
 Print or Type Name GA Real Estate License #

(478) 808-5733
 Licensee's Phone Number Fax Number

ryan@grea-llc.com
 Licensee's E-mail Address

Middle Georgia Association of Realtors
 REALTOR® Membership

P.O. Box 5146, Macon, GA 31208
 Broker's Address

(478) 808-5733
 Broker's Phone Number Fax Number

MGMGRA01 79343
 MLS Office Code Brokerage Firm License Number

Multiple Listing Number _____

1 **Landlord's Signature** Ryan D. Griffin, Member
G & A CENTRAL GA PROPERTIES LLC
 Print or Type Name
7/21/2024
 Date
ryan@rdgventures.com
 Landlord's E-mail Address

2 **Landlord's Signature**

 Print or Type Name

 Date

 Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

Georgia Real Estate Advisors
 Listing Broker

Ryan D. Griffin
Broker/Affiliated Licensee Signature

Ryan Griffin 258283
 Print or Type Name GA Real Estate License #

(478) 808-5733
 Licensee's Phone Number Fax Number

 Licensee's Email Address

Middle Georgia Association of Realtors
 REALTOR® Membership

P.O. Box 5146, Macon, GA 31208
 Broker's Address

(478) 808-5733
 Broker's Phone Number Fax Number

MGMGRA01 79343
 MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of _____ and has been filled in by _____.

Exhibit A – Legal Description of Property

BL
Tenant's Initials

RDG
Landlord's Initials

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.

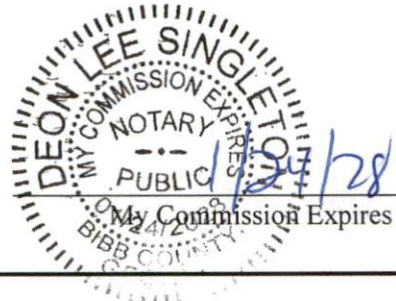
Agent's Signature: [Signature] Date: 8-22-24

Business Name: Village Coffee

I hereby certify that Brandon Lawler (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 22 day of August, 2024.

[Signature]
Notary Public



Ownership/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: 8-22-24
(If different from Agent)

Title: owner

Business Name: Village Coffee

I hereby certify that Brandon Lawler (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 22 day of August, 2024

[Signature]
Notary Public



March 21, 2027
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Village Coffee

Business Address: 2391 Ingleside Avenue 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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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) growers, 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

7-25-24
Date

N/A

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, select option "0" 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: Village Coffee

Business Address: 2391 Ingleside 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

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

7-25-24
Date

Applicant Privacy Rights Notification Signature Form

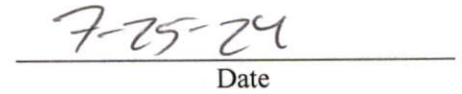
Applicant Notification and Record Challenge:

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


Print Name


Date



Alcohol License Questionnaire

Name of Business: Village Coffee
 Owner's Name: Brandon Lusk
 Address: 2391 Ingleside Ave
Macon, GA 31204

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

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

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

Please circle one: ☐ Relation, see below ☒ No Relation

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

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

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

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

[Signature]
 Signature

Brandon Lusk
 Print Name

7-25-24
 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: Village Coffee

Business Address: 2391 Ingleside 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

[Signature]
Applicant/Agent Signature

7-25-24
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: Brandon Lawler, business owner
2. Name of the subject of this Certificate, if different from the applicant:
Village Coffee
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.

Village Coffee LLC

Macon Bar Sources LLC

Cherry Street Real Estate LLC

Norway Ventures 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.

Brandon Lawler
Print and Sign Name

Sworn to and subscribed before me this

02 day of August, 2024.

Deon Lee Singleton

Notary Public

My Commission Expires: 11/24/2028



Rev. April 2022
See O-22-0011



prop
owned

Macon-Bibb County Certificate of Good Standing

1. Name of the applicant: Brandon Lauler
2. Name of the subject of this Certificate, if different from the applicant:
G&A Central Georgia Properties, LLC
3. Benefit or privilege for which the applicant is applying: Alcohol License
4. If the subject is an individual, 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.

Brian Adams - 50%

Ryan Griffin - 50%

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

Ryan Griffin

Print and Sign Name

A handwritten signature of Ryan Griffin in black ink.

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

Rita Milford
Notary Public

My commission expires: 3/21/25





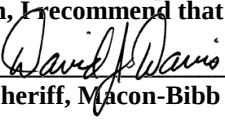
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Brandon Lawler – Fingerprints Not Required

Business Name: Village Coffee LLC DBA Village Coffee

Business Address: 2391 Ingleside Ave Macon GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	8/26/2024 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 8/29/2020 (Date) ^{DS}
SD (Initials)

Comments

After review, Legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

Added to the August 6, 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	\$300
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

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

BUSINESS

Federal Tax ID #: 88-4180750 State Tax ID #: 20281469194

Business Name: BLOOMFIELD GROCERY Corporate and Trade Name: RAJVIN 2022 LLC

Local Business Address: 4175 Bloomfield Rd Macon, GA. 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME
(P.O. Box Not Allowed) City State Zip

Local Business Phone #: 478 259 0538 Email Address: PNICK4175@gmail.com

Contact Person: Kenny Contact Phone #: 478 973 7658

AGENT

Agent's Name: NAIMESH PATEL Agent's Title: OWNER

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

Home Address: 246 GREENVIEW TER City: MACON State: GA Zip: 31220

Home Phone #: 770 826 1547 Email: PNICK4175@gmail.com
478-388 3328

Mailing Address: 4175 Bloomfield Rd City: MACON State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>NAIMESH KANTILAL PATEL</u>			
Home Address: <u>246 GREENVIEW TER. MACON, GA. 31220</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>ASIAN</u>	[REDACTED]	



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



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

Signature

Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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) YES 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: Bloomfield GROCERY

Printed Name of Applicant: NAIMESH PATEL

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11 DAY OF APRIL, 2024.

[Signature]
 NOTARY PUBLIC

Jan 24, 2028
 MY COMMISSION EXPIRES

BELINDA MARQUEZ
 NOTARY PUBLIC
 Houston County
 State of Georgia
 My Commission Expires January 24, 2028

Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information.

Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0024113170106XZ

Class of
Admission (COA)
Code: F22

Country of Birth: IND - INDIA

Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: Naimesh Kantilal Patel

[Redacted]

Initiated On: 04/22/2024

Initiated By: DSIN0559

Point of Contact
Name: Deon Singleton

Point of Contact
Phone Number: (478) 310-3579

Requested
Benefits: Occup. Tax Cert.

Attached
Document: No

- [U.S. Department of Homeland Security](#)
- [U.S. Citizenship and Immigration Services](#)
- [Accessibility](#)
- [Browser Support](#)
- [Plug-ins](#)
- [Site Map](#)
- [V37.1 ICA](#)
- [V38 ICA - Draft](#)



Provide Feedback

MEASUREMENT FORM

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

APPLICANT: NAIMESH PATEL

PROPOSED LICENSE: BEER AND WINE AND PACKAGED TO GO

BUSINESS LOCATION: 4175 BLOOMFIELD RD.

BUSINESS NAME: RATVIN 2022 LLC / DBA BLOOMFIELD 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
 F. Charles Brooks, Macon-Bibb County Engineer

Date: 11-7-2022

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

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

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

Bloomfield Grocery - Ratvin 2022 LLC

#4175 Bloomfield Road

4,050' — SCHOOL GROUND property line

Veterans Elementary

4,200' — SCHOOL BUILDING

Veterans Elementary

1,800' — COLLEGE CAMPUS property line

Central Georgia Technical College

15,050' — ALCOHOL TREATMENT CENTER building

River Edge - Fulton Mill Road

10,750' — PUBLIC LIBRARY or BRANCH building

Bloomfield Library

1,675' — MHA housing unit property line

Maple Court

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

Applicant self-identifies as a:

"Food Mart"

OK!
Paul J. Hoinowel
November 3, 2022

MEASUREMENT FORM

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

APPLICANT: NAIMESH PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 4175 BLOOMFIELD RD.
BUSINESS NAME: RAJVIN 2022 LLC.

To Be Completed by County Engineer

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

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

Date: 1-22-2024

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

RETAIL SALES of 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

Rajvin 2022 LLC
 #4175 Bloomfield Road
 4050' — SCHOOL GROUND property line
 Veterans Elementary
 4,200' — SCHOOL BUILDING
 Veterans Elementary
 1,750' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 15,500' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Fulton Mill Road
 10,750' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library
 1,550' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Maple Court
 * 269' — CHURCH (building)
 Bloomfield Baptist Church
 30' — CHURCH GROUNDS
 Bloomfield Baptist Church
 9,900' — M-B COUNTY RECREATION CENTER property
 Bloomfield - Hiles Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Food Mart"

JCB.
 * Refer to
 Attorneys Office
 Paul J. Hoinowski
 January 5, 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
100135	503136	Print Legal Ad-IPL01529720 - IPL0152972		\$46.36	1	31L

Attention: BLOOMFIELD GROCERY
BLOOMFIELD MART REYMOND 2022 LLC
4175 BLOOMFIELD RD
MACON, GA 31206

pnick4175@gmail.com

NOTICE

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 31st day of December, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Bloomfield Grocery** cba Rajvin 2022 LLC 4175 Bloomfield Rd. 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 24th day of December, 2023.
Naimesh Patel, Applicant
IPL0152972
Dec 24, 31 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:
12/24/23, 12/31/23

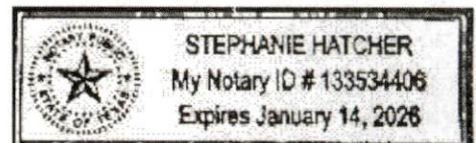
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semon

Sworn to and subscribed before me this 3rd day of January in the year of 2024

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2022-1078	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 11/17/2022
ISSUED TO NAME:	Naimesh Patel	
	Rajvin 2022 LLC	
OWNER'S NAME:	TEJAA1111 LLC	
PROPOSED USE:	New: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	4175 BLOOMFIELD RD	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	M092-0101	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; No fuel sales authorized by this permit. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to the requirements of Business Development Services. 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 11/17/2023 , THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

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

Control Number : 22214132

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

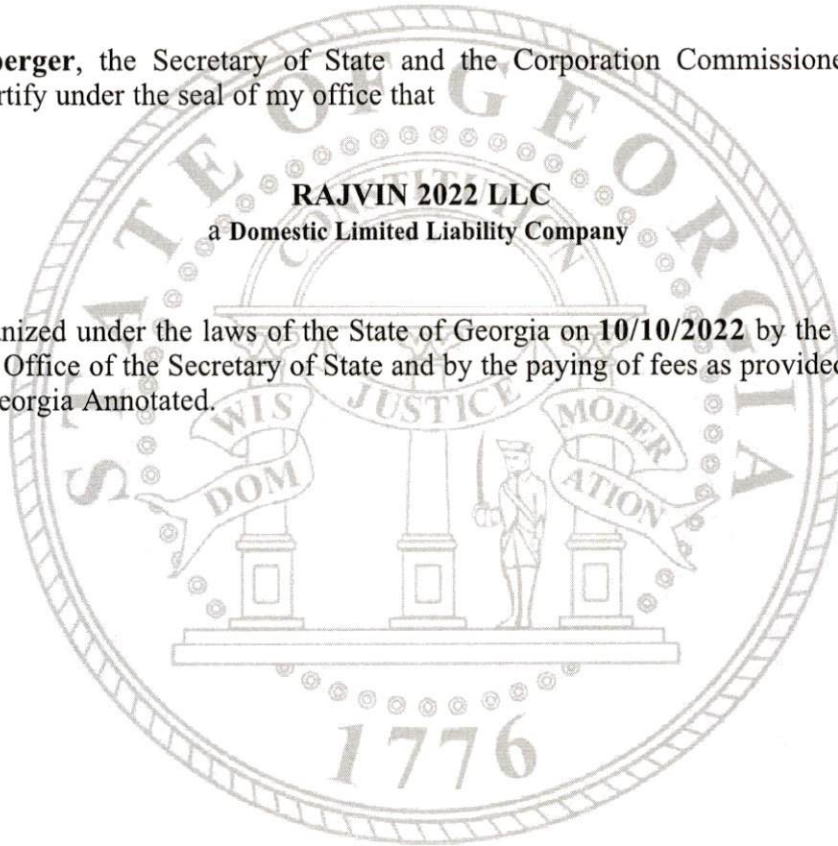
Atlanta, Georgia 30334-1530

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

RAJVIN 2022 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/10/2022** 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 **10/12/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 10/10/2022 4:54:40 PM

BUSINESS INFORMATION

CONTROL NUMBER	22214132
BUSINESS NAME	RAJVIN 2022 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	10/10/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	4175 BLOOMFIELD RD, MACON, GA, 31206, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
NAIMESH PATEL	4175 BLOOMFIELD RD, MACON, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
NAIMESH PATEL	ORGANIZER	6001 THOMASTON RD, APT 1908, MACON, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	NAIMESH PATEL
AUTHORIZER TITLE	Organizer

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: 03/11/2024 17:30:52

BUSINESS INFORMATION

BUSINESS NAME : RAJVIN 2022 LLC
CONTROL NUMBER : 22214132
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4175 BLOOMFIELD RD, MACON, GA, 31206, USA
REGISTERED AGENT NAME : NAIMESH PATEL
REGISTERED OFFICE ADDRESS : 4175 BLOOMFIELD RD, MACON, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4175 BLOOMFIELD RD, MACON, GA, 31206, USA
REGISTERED AGENT NAME : NAIMESH PATEL
REGISTERED OFFICE ADDRESS : 4175 BLOOMFIELD RD, MACON, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : NAIMESH PATEL
AUTHORIZER TITLE : Organizer

Ownership Disclosure Form

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

Business:

Trade Name: BLOOMFIELD GROCERY Name of Corporation: RATVIN 2022 LLC

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

Individual:

Name and Title: NAINESH PATEL ^{owner} Telephone Number: (478) 259 0538

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

Residential Street Address: 246 GREENVIEW TER MASON, GA. 31220

Mailing Address: 4175 Bloomfield Rd. MASON, GA. 31206

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
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

AH00323

Alcohol Handler's Beverage License Application

APPLICANT

First Name: NAIMESH PATEL Last Name: PATEL
Home Address: 246 GREENVIEW TER City: MACON State: GA Zip: 31220
Home Phone #: 770 826 1547 Email: PNICK4175@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 4175 Bloomfield Rd City: MACON State: GA Zip: 31206

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

CERTIFICATION

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

[Signature]
Applicant's Signature

4/11/24
Date

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

This 11 day of April, 2024

[Signature]
NOTARY PUBLIC

Jan 24, 2028
MY COMMISSION EXPIRES

BELINDA MARQUEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Commission Expires January 24, 2028

Rev. 7/2021



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

NAIMESH PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-11-18

Serial No.

cert_6ktg4w7c





Naimesh Patel



AH001323

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective the 1st day of November, 2022, by and between **TEJAA III LLC**, a Georgia limited liability company (hereinafter referenced as "Landlord"), and **NAIMESH PATEL / RAJVIN 2022 LLC** (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 contained herein, 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 c-store portion of the property and improvements, only, located at **4175 Bloomfield Rd Macon, GA 31206** and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises") together with the non-exclusive right to the common areas. Tenant takes subject to the rights of any parties in possession, except for the c-store tenant who shall be dispossessed by Landlord. Landlord shall be responsible for and have the right to any rents from the other rental units and tenants at the Property, subject to the provisions hereinafter provided.

2. **Term of Lease.** The term of this Lease shall commence on the date possession is obtained by Landlord, unless sooner terminated as hereinafter provided, and shall expire on the 1st day of December, 2025 (the "Initial Term").

3. **Rental and Late Fees.**

3.1 **Rental.** Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent as follows:

a. November 2022 – 1 December 2025 \$2500.00

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

3.3 **Late Fees.** Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to Ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord.

4. **Utilities, Taxes and Other Amounts.** It is the intent of the parties to create a true "triple net lease to. Landlord. Tenant's share of the common area expenses, insurance and taxes shall be Hundred percent (100%) (the "Tenant's Share").

4.1 *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may pay same and such payment may be added to the rent next due plus an administrative charge of One Hundred dollars (\$100.00).

4.2 *Taxes.* Tenant shall pay its share of all taxes relating to the entire property. "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, 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. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share of the real estate ad valorem Taxes. All taxes will be settled and transferred to the new tenant who is taking over the business from the previous tenant at the closing

4.3 *Premises Insurance.* Tenant shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements including Gasoline dispenser canopy, Gasoline dispensers, Electronic price sign and point of sale equipment, 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 Landlord lender in accordance with their respective interests therein. Tenant shall pay for such expense of said insurance.

5. **Use of Premises.** The Premises is a strip center with a convenience store and the retail sale of gasoline and other petroleum products. Tenant or the occupants shall be responsible for all licenses or permits associated with said use. The 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.

6. **Operation of the Premises.** This Lease is intended to be a true "triple net lease". 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; and (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.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased

Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment owned by Landlord shall be removed from the Premises.

8. Repairs and Maintenance.

8.1 *Repairs and Maintenance by Tenant.* Landlord shall be under no obligation to inspect the Premises. Tenant acknowledges that Tenant has been in possession of the Premises and accepts the same in their present condition as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises and the common areas, and all equipment, fixtures and other improvements located upon the Premises. Tenant further agrees to care for the grounds, the common areas around the building, including the mowing of grass, care of shrubs, and general landscaping. **However, Landlord shall be responsible for repairs to the, foundation, exterior walls,** Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good as condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant understands that Tenant is responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant.

8.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or property, equipment, fixtures or other improvements located thereon whatsoever, except as specifically provided above.

8.3 *GUST Fund.* 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 of the Lease. Further, Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility there under. Tenant shall be liable for the deductible under the GUST Trust Fund, and any and all expenses related to assessment or remediation for any releases prior to the commencement date and during the Term. Landlord **shall be** solely responsible for any pre-existing release.

9. Destruction of or Damage to Premises. Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Notwithstanding the foregoing, in the event that: (i) the building in which the Premises is located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance; (ii) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction; or (iii) there shall be less than two (2) years remaining in the then existing Term, or any extension or renewal thereof, then, in any of such events, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. Landlord's obligation to rebuild and repair the Premises under this paragraph shall in any event be limited to restoring the Premises to substantially the same condition as existed prior to the casualty and not to any of Tenant's improvements or alterations. Tenant agrees

that promptly after the completion of such work by Landlord, Tenant will use its best efforts, at its sole cost and expense, to restore Tenant's improvements or alterations to substantially the same condition as existed prior to the casualty. Tenant hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

10. **Indemnification of Landlord Against Loss or Claim.** For and during the Term 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. 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 \$2,000,000.00 single limit coverage for each accident or occurrence, and not less than \$500,000.00 for property damage. Said policy shall include any "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Premises. 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. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected to, 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. In addition, Tenant shall maintain Workers Compensation coverage and all other coverage required by contract, regulation or law.

11. **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.

12. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, 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 accounted for as between Landlord and Tenant 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. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

13. **Assignment and Subletting.** Tenant accepts the existing leases in place and acknowledges that Tenant shall have the right to sublet the open spaces. Tenant shall not assign, enter into a business management agreement, or permit the use of the Premises by any party other than Tenant. Any transfer or assignment of more than ten percent (10%), cumulatively, of the ownership interest in Tenant shall be a "transfer". **No such transfer or assignment shall be allowed.**

14. **Default.** It is agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved, and fails to cure the rental default within five (5) days of written notice, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and fails to cure such event(s) of default within fifteen (15) days of written notice; 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; 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 upon demand by Landlord therefore; 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. In no event shall Landlord have to provide notice of default and right to cure more than one (1) time in any 12-month period.

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 its obligation to pay the full rent due for the entire period of the then existing Term.

15. **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.

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

17. **Service of Notice.** Any notices to Tenant required under this Lease, shall be sent by certified mail or overnight delivery to the c-store upon the property. Any notices to Landlord required under this Lease shall be sent by certified mail or overnight delivery to **6687 skipper rd apt205 macon GA 31216.**

18. **Security Deposit.** As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord **\$0.00**, at the effective date of this Lease. 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 Lease; 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.

19. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon the 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. Each party has had the opportunity to be represented by counsel and negotiate this Lease. This Lease 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.

20. **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's fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

21. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises costing greater than \$1,000.00, 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.

22. **Attorney's Fees.** In the event of litigation arising out of this Lease, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs associated therewith.

23. **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.

24. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be enforceable as an original.

25. **Entire Agreement.** This Lease represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

This Lease may be amended only by written instrument signed by both parties. No requirement, obligation, remedy, or provision of this Lease shall have been deemed to have been waived, unless so waived expressly in writing.

26. **Successors and Assigns.** This Lease and all warranties, representations, and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignees, where the contract requires or permits.

27. **Choice of Law/Venue.** This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Gwinnett County, State of Georgia.

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

29.1 *Guaranty.* It is acknowledged and agreed that this Lease shall be personally guaranteed by _____, pursuant to a Guaranty of Lease on a form attached hereto as **Exhibit B.**

29.2 *Landlord Equipment.* Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including but not limited to all storage tanks, pumps, dispensers, piping, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant.

29.3 *Lease termination.* Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

29.4 *Repairs.* Tenant accepts the Premises in "AS IS, WITHOUT WARRANTY" condition.

29.5 *Intentionally Deleted*

29.6 *Financial records and early termination by Landlord.* Tenant agrees that Landlord intends to continue to market the property for sale and that it is material to this Lease that Tenant make available to Landlord or other parties interested in the property all sales, sales taxes reports, z-tapes, financials, access to watch operations, cooperate with Landlord and enter into agreements or take such other actions as necessary to assist Landlord in finding a Buyer for the Property of which the Premises is part.

29.7 *Gaming/COAM.* Tenant, or any immediate family member or employee of said Tenant, shall not enter into a written agreement for the placement of COAMs (Coin Operated Amusement Machines) on the premises nor apply for a COAM Location License for the placement of COAMs on the premises, without explicit permission from the Landlord during the term of this lease. Tenant may request for COAM placement authorization from the Landlord in writing and Landlord thereon may allow or disallow the requested placement of COAMs on the premises. Landlord must approve in advance any gaming machine vendor for the Premises.

30. USA Patriot Act. Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

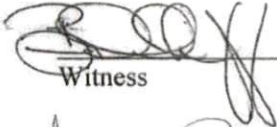
31. Additional Provisions.

31.1 *Acknowledgement of Risks.* Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (i) 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; (ii) 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; (iii) 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; (iv) Any improvements, fixtures or equipment that 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; (v) 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 (vi) 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.

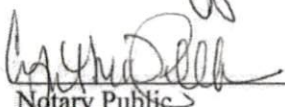
31.2 *Landlord liability.* Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

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

Signed, sealed, and delivered
in the presence of



Witness

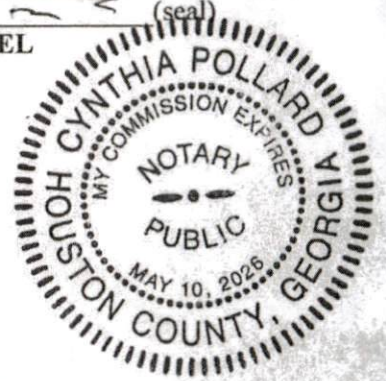


Notary Public

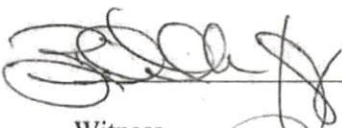
TENANT:



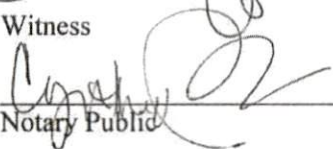
NAIMEH PATEL (seal)



Signed, sealed, and delivered
In the presence of

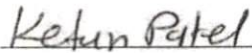


Witness



Notary Public

LANDLORD:
TEJAA 1111 LLC.



(seal)

By:
Its: OWNER



EXHIBIT B

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.

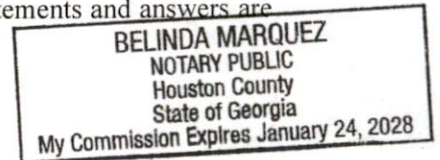
Agent's Signature: [Signature] Date: 4/11/24

Business Name BLOOMFIELD CROCCERY

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

This 11 day of April, 2024

[Signature]
NOTARY PUBLIC



Jan 24, 2028
MY COMMISSION EXPIRES

Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Bloomfield Grocery

Business Address: 4175 Bloomfield Rd. Marietta, GA. 30066

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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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

4/11/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

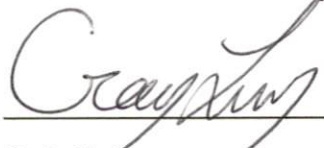
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: BLOOMFIELD GROCERY

Business Address: 4175 BLOOMFIELD RD. 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

2/23/24
 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

 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

NAIMESH PATEL

Print Name

4/11/24

Date



Alcohol License Questionnaire

Name of Business: BLOOMFIELD GROCERY
 Owner's Name: NAIMESH PATEL
 Address: 246 GREENVIEW TER
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

NAIMESH PATEL
 Printed Name of person completing form

[Signature]
 Signature of person completing form

4/11/24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Bloomfield Rd CROCKERY

Business Address: 4175 Bloomfield Rd 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

[Signature]
Applicant/Agent Signature

4/11/24
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: NAIMESH PATEL (Owner)

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

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

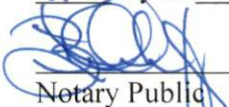
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

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

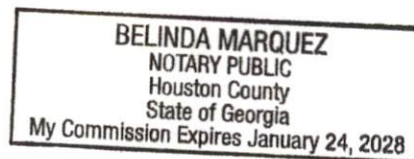
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

NAIMESH PATEL 
Print and Sign Name

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


Notary Public

My commission expires: Jan 24, 2028



Property

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ketunkumar Patel (Owner)

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

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

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

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

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

Ketun Patel / Ketunkumar PATEL
Print and Sign Name

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

Jasmine Barnes
Notary Public

My Commission Expires: 03.11.2025





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: Naimesh Patel – Fingerprints Completed: 04.25.2024

Business Name: Rajvin 2022 LLC dba Bloomfield Grocery

Business Address: 4175 Bloomfield Road Macon GA 31206

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	5/8/2024 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 8/1/2024 (Date) ^{DS}
SD (Initials)

Comments

Legal recommends denial. The business self-identifies as a Food Mart. However, upon inspection by Code Enforcement, the business is operating as a Vice Mart. Additionally, the business location does not meet the distance requirements of Sec. 4-122 because it is located within 100 yards of a church or church grounds.

Initials

^{DS}
ck

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH PAULK LANDSCAPING & NURSERY, INC., IN THE AMOUNT OF \$208,000.00, FOR LANDSCAPE MAINTENANCE SERVICES AT ROSE HILL CEMETERY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the County executed an agreement with Paulk Landscaping & Nursery, Inc. (the Agreement”) for landscaping services to be provided at Rose Hill Cemetery and for other lawful purposes on January 10, 2023; and

WHEREAS, the County amended the Agreement to renew the agreement for a term to terminate on September 30, 2024; and

WHEREAS, the County wishes to renew the term to end on June 30, 2025 so that Paulk Landscaping & Nursery shall continue to perform landscaping services at Rose Hill Cemetery pursuant to the Agreement; and

WHEREAS, Paulk Landscaping & Nursery, Inc. shall continue to perform the services at the agreed upon rate of \$26,000 per performance of Basic Ground Maintenance as defined in the Agreement eight times between October 1, 2024 and June 30, 2025 for total compensation of \$208,000.00 pursuant to the terms of the Second Amendment to Independent Contractor Agreement Between Macon-Bibb County and Paulk Landscaping & Nursery, Inc. (“Second Amendment to the Agreement”) attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute the Second Amendment to the Agreement, in a form to be approved by the County Attorney's Office, with Paulk Landscaping & Nursery, Inc., in the amount of \$208,000.00, for Basic Grounds Maintenance as described in the attached Exhibit "A", to be paid from the General Fund, Parks & Beautification, Contract Labor Contractual Services line item.

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

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Amendment to Agreement with Paulk Landscaping for Landscaping
Services at Rose Hill Cemetery.docx*

EXHIBIT A

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY
AND PAULK LANDSCAPING & NURSERY, INC.**

This Second Amendment ("Amendment") to the Independent Contractor Agreement ("Agreement"), duly filed with the Clerk of Commission of Macon-Bibb County as C-20-0148 B, is entered into by and between Macon-Bibb County, a political subdivision of the State of Georgia ("County"), and Paulk Landscaping & Nursery, Inc., ("Contractor"), collectively referred to herein as the "Parties".

WITNESSETH:

In consideration of the mutual consideration and covenants herein contained, the receipt of which is hereby acknowledged and deemed to be sufficient, the Parties hereby agree as follows:

1. The Term Paragraph contemplated in the amendment to the Agreement executed June 20, 2024 is hereby amended to extend the Term from September 30, 2024 to June 30, 2025. The portion of the Term between October 1, 2024 to June 30, 2025 shall be referred to as the "Second Additional Term".
2. During the Second Additional Term Contractor shall complete "Basic Ground Maintenance" eight times.
3. All other terms and conditions of the original Independent Contractor Agreement, and amendments thereto, not in direct conflict with the terms of this Amendment shall remain in full force and effect and are hereby incorporated into this Amendment as if fully set forth herein.

[SIGNATURES TO FOLLOW]

WHEREFORE, the Parties, having read, understood, and accepted the terms of this Amendment, have hereto put their hand and affixed their corporate seal.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date

Attest: _____
Janice S. Ross, Clerk of Commission Date (SEAL)

PAULK LANDSCAPING & NURSERY, INC:

By: Jon K. Thruener 08.19.2024
Date
Jon K. Thruener Vice President
(Name/Title)

Attest: Paula Ortiz Dixon 08-19-2024
Date
Paula Ortiz Dixon VP of finance
(Name/Title)

SEAL

Q:\Atty\FAH\Contracts\Addendums and Amendments\2024 Amendment to C-20-0148 C with Paulk Landscaping & Nursery, Inc. 2.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS VENDORS FOR AS-NEEDED REPAIR AND MAINTENANCE SERVICES FOR TRAFFIC SIGNALS AND SIGNAGE, AT SPECIFIED HOURLY RATES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in addition to maintaining many facilities across Macon-Bibb County, Facilities Management is tasked with ensuring that all traffic light signals and traffic signage are in good working order; and

WHEREAS, Macon-Bibb County has determined that in order to provide necessary support to the Facilities Management department, outside contractors should be retained to perform maintenance and repair services for traffic signals and signage on an as-needed basis, to be supervised by the Facilities Management department; and

WHEREAS, Macon-Bibb County Procurement issued Request for Proposals No. 2024-022-LH (RFP # 24-022) on April 5, 2024, advertising on Macon-Bibb County's Procurement page and posted to the Georgia Procurement Registry; and

WHEREAS, three hundred forty-four (334) vendors were notified, of whom, forty-four (44) self-identified as African American owned, eight (8) self-identified as Asian American owned, and four (4) self-identified as Native American owned; and

WHEREAS, on the published due date of August 31, 2023, four (4) proposals were received by Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after review of the submitted proposals, Bass Signal Corporation, Lumin8 Transportation Technologies, LLC, and Riverside Traffic Solutions, LLC, were recommended for award; and

WHEREAS, of the selected vendors, Bass Signal Corporation maintains its primary offices within Middle Georgia, and Riverside Traffic Solutions, LLC maintains its primary offices in Georgia; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution will benefit, promote, and protect the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute Contractor Services Agreements with Bass Signal Corporation, Lumin8 Transportation Technologies, LLC, and Riverside Traffic Solutions, LLC, for traffic signal maintenance and repair services, at the prices shown in Exhibit A, attached hereto and incorporated herein by reference, such Contractor Services Agreements to be in forms to be approved of by the County Attorney.

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

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

EXHIBIT A

TRAFFIC SIGNAL
COST PROPOSAL

Buss Signal

DO YOU PROVIDE 24 HOURS, 7 DAYS PER WEEK SERVICE _____ YES X NO

Labor Rates - Per Hour

Enter Hourly Rates for labor services used in performing all work which may be required. Labor rates shall be paid on the basis of Time on the Job Site. Labor rates shall include all direct and indirect costs such as transportation, G&A, contractor supervision, and profit, etc.

Labor Rate - Regular time - 8:00 a.m. to 5:30 p.m., Monday - Friday

1.	Annual Preventative Maintenance	Annual	\$	250.00	
2.	On-Call Hourly Labor Rate (24-hour response)	HR	\$	350.00	

Labor Rate - Overtime 5:30 p.m. to 8:00 a.m., Mon. - Fri., Weekends & Holidays

1	On-Call Hourly Labor Rate, Overtime (24-hour response)	HR	\$	400.00	

Emergency Service

Rate charge for work performed during regular or overtime hours.

2 Hour
Response
Time

4 Hour
Response
Time

1	Emergency Service - Regular Time	HR	\$500.00	\$ 500.00	
2	Emergency Service - Overtime, weekends, holidays	HR	\$600.00	\$ 600.00	

Parts and Materials

1	Mark Up Over Cost (markup not to exceed 25%)	EA	%	15	
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TRAFFIC SIGNAL
COST PROPOSAL

Lumin 8 Transportation Technologies

DO YOU PROVIDE 24 HOURS, 7 DAYS PER WEEK SERVICE ☒ YES ☐ NO

Labor Rates - Per Hour

Enter Hourly Rates for labor services used in performing all work which may be required. Labor rates shall be paid on the basis of Time on the Job Site. Labor rates shall include all direct and indirect costs such as transportation, G&A, contractor supervision, and profit, etc.

Labor Rate - Regular time - 8:00 a.m. to 5:30 p.m., Monday - Friday					
1.	Annual Preventative Maintenance	HR Annual	\$	156.25	AS Per Addendum 1 & 2
2.	On-Call Hourly Labor Rate (24-hour response)	HR	\$	250.00	
Labor Rate - Overtime 5:30 p.m. to 8:00 a.m., Mon. - Fri., Weekends & Holidays					
1	On-Call Hourly Labor Rate, Overtime (24-hour response)	HR	\$	375.00	
Emergency Service					
Rate charge for work performed during regular or overtime hours.			2 Hour Response Time	4 Hour Response Time	
1	Emergency Service - Regular Time	HR	\$	825.00	\$ 750.00
2	Emergency Service - Overtime, weekends, holidays	HR	\$	1237.50	\$ 1125.00

Parts and Materials

1	Mark Up Over Cost (markup not to exceed 25%)	EA	%15
---	--	----	-----

TRAFFIC SIGNAL COST PROPOSAL

Riverside Traffic Solutions

DO YOU PROVIDE 24 HOURS, 7 DAYS PER WEEK SERVICE ☒ YES ☐ NO

Labor Rates - Per Hour

Enter Hourly Rates for labor services used in performing all work which may be required. Labor rates shall be paid on the basis of Time on the Job Site. Labor rates shall include all direct and indirect costs such as transportation, G&A, contractor supervision, and profit, etc.

	Labor Rate - Regular time - 8:00 a.m. to 5:30 p.m., Monday - Friday				
1.	Annual Preventative Maintenance	Annual	\$	\$950.00	per signal
2.	On-Call Hourly Labor Rate (24-hour response)	HR	\$	\$110.00	Tech + PU
				\$195.00	Tech + BU
	Labor Rate - Overtime 5:30 p.m. to 8:00 a.m., Mon. - Fri., Weekends & Holidays				
1	On-Call Hourly Labor Rate, Overtime (24-hour response)	HR	\$ \$150.00	Tech + PU	
			\$235.00	Tech + BU	
Emergency Service					
Rate charge for work performed during regular or overtime hours.			2 Hour Response Time	4 Hour Response Time	
1	Emergency Service - Regular Time	HR	\$ \$265.00	\$ \$235.00	
2	Emergency Service - Overtime, weekends, holidays	HR	\$ \$300.00	\$ \$275.00	

***4 hour minimum mobilization

Parts and Materials

1	Mark Up Over Cost (markup not to exceed 25%)	EA	% 25%
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LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT WITH EXECUTIVE CLEANING, INC. TO ADD JANITORIAL SERVICES FOR THE COMMON AREAS OF THE MACON MALL FOR THE ADDITIONAL FEE OF \$2,066.00 PER MONTH, TO BE PAID FROM THE FACILITIES MANAGEMENT DEPARTMENTAL BUDGET – CUSTODIAL – CONTRACT LABOR LINE ITEM; TO PROVIDE FOR ANNUAL RENEWALS THEREOF; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, on March 19, 2024, the Macon-Bibb County Commission approved Resolution No. R-24-0047, to authorize and agreement with Executive Cleaning, Inc. in the base amount of \$179,100.00 per year to perform cleaning services regularly, thoroughly, and diligently at eleven different Macon-Bibb County offices and locations; and

WHEREAS, the base agreement with Executive Cleaning authorized as above was executed on April 17, 2024, and is archived as Contract No. C-24-0049; and

WHEREAS, on April 30, 2024, Macon-Bibb County executed the First Amendment to Contract No. C-24-0049, to add cleaning of the County Engineering building and Engineering Annex Building to the contract for the additional sum of \$28,800.00 per year, which amendment was archived as Contract No. C-24-0049(A); and

WHEREAS, cleaning services are needed in areas of the Macon Mall specified in the contract attached hereto as Exhibit “A,” for which an additional fee of \$2,066.00 per month (\$24,792.00 per year) will be added to the contract price; and

WHEREAS, Section 19-5.8 of the Macon-Bibb County Code of Ordinances provides that, when a propose amendment or change order to a contract would cause the aggregate total of the annual price of the contract to exceed a twenty percent increase over the amount of the contract price last approved by the Macon-Bibb County Commission, then additional approval must be obtained from the Commission before the County may proceed with the amendment or change order; and

WHEREAS, twenty percent of the base price of Contract No. C-24-0049 is equal to \$35,820.00, and this proposed amendment would put the aggregate total annual cost of amendments at \$53,592.00 per year; and

WHEREAS, Contract No. C-24-0049 currently provides that it shall expire without automatic renewal after one year, with a termination date of April 30, 2024, and in light of the quality workmanship with which Executive Cleaning has performed under this contract to date, the Macon-Bibb County Commission desires to further amend the current contract to provide for automatic renewals thereof; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a Second Amendment to the Janitorial Services Agreement with Executive Cleaning, Inc., Contract No. C-24-0049, to add the performance of janitorial services for specified areas of the Macon Mall for the additional sum of \$2,066.00 per month (\$24,792.00 per year), to be paid from the Facilities Management - Custodial - Contractual Services Line Item, and to provide for automatic annual renewals thereof in accordance with the Macon-Bibb County Code of Ordinances.

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County

Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2024 Miller Authorizing Amendment To
Janitorial Services Agreement With Executive Cleaning Inc 8-30-24.Docx*

EXHIBIT A

**SECOND AMENDMENT TO JANITORIAL SERVICE AGREEMENT BETWEEN
MACON-BIBB COUNTY AND EXECUTIVE CLEANING, INC.**

THIS AMENDMENT to the Janitorial Service Agreement Between Macon-Bibb County and Executive Cleaning, Inc., effective upon execution, is made this ____ day of _____, 2024 (“Agreement”), by and between Macon-Bibb County, a political subdivision of the State of Georgia (“**County**”), and Executive Cleaning, Inc. (“**Contractor**”), collectively the Parties (“**Parties**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- I. In the course of preparation for Executive Cleaning to provide cleaning services pursuant to this Agreement, it was determined that other County real properties require cleaning services in accordance with the Section 1 Scope of Services of the Agreement and the documents attached thereto. The real properties so contemplated and added to the Scope of Work of the Agreement are the Community Room of the Macon Mall, see Contractor quote attached hereto and incorporated by reference as Exhibit “A”, and the common area corridor adjacent to both the Board of Elections and the Courts Annex, see Contractor quote attached hereto and incorporated by reference as Exhibit “B.”

- II. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

3. Term.

This Agreement shall be effective as of May 1, 2024, with performance of services to commence as soon as practicable. This Agreement will continue in full force and effect until April 30, 2025, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. This Agreement shall then renew automatically on May 1, 2025, and shall continue thereafter terminating each year on April 30th absolutely and without any further obligation, and then renewing automatically the follow day on May 1st; provided however, pursuant to Macon-Bibb County Code of Ordinances Section 19-5.9, in no event shall this Agreement be renewed beyond June 30, 2029, without the County undergoing a competitive solicitation process.

- III. The compensation price of TWO HUNDRED AND SEVEN THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$207,900.00) as stated in Section II in the First Amendment of the Agreement, being dated April 30, 2024, TO BE PAID BY County to Contractor shall be further amended to increase by NINE THOUSAND FOUR HUNDRED AND FORTY-EIGHT DOLLARS AND ZERO CENTS (\$9,448.00) to a new total of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED AND FORTY-EIGHT DOLLARS AND ZERO CENTS (\$217,348.00).

- IV. All other terms and conditions of the Agreement and the First Amendment thereto, except those expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the date above written.

County:

By: _____
Lester M. Miller, Mayor

Attest: _____
Janice S. Ross, Clerk of Commission

Executive Cleaning, Inc.:

By: _____
William H. Peeler Jr., President / CEO

Attest: _____

EXHIBIT A



Executive Cleaning, Inc.
Environmental Facility Services

Post Office Box 1375
Milledgeville, GA 31059-1375
478.452.0747
478.453.2766

August 28, 2024

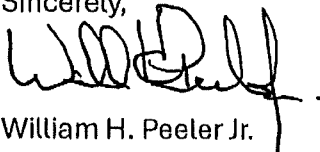
Dear Mr. Below,

As per our multiple discussions concerning the Community Room (Macon Mall) and the emails that have verified what janitorial services Macon / Bibb is requesting at the CR, I have come up with a monthly quote. ECI will perform a comprehensive once per week janitorial service in the Community Room for \$885.00 per month. We will provide all chemicals, equipment and labor. The restroom consumables will also be restocked on a weekly basis. In addition to the Community Room, the rear Fire Escape hallway will be maintained including the stairwell that leads to the second floor.

As for any extra requested services other than the once per week service, it will be extremely difficult to quote you a price because there are so many different rooms in this area where the square footage varies from room to room. It would also be difficult depending on the type of usage of that square footage. Will it be used just for a meeting purpose, or will there be food catered for that event?

Please let me know if you have any additional questions.

Sincerely,



William H. Peeler Jr.

President / CEO

www.executivecleaninginc.com

EXHIBIT B



Executive Cleaning, Inc.
Environmental Facility Services

Post Office Box 1375
Milledgeville, GA 31059-1375
478.452.0747
478.453.2766

August 1, 2024

Dear Sir:

As per your request to provide 5-day janitorial services at the Macon Mall common area corridor (+ - 8,000 sq ft) adjacent to the Board of Elections and the Courts Annex including the two public restrooms the monthly cost will be \$1,181.00.

ECI will provide all labor, chemicals, equipment and restroom consumables. Carpets will be spot cleaned as needed and a complete wall to wall carpet cleaning will be provided once per year.

Please let me know if you need any additional information.

Sincerely,

William H. Peeler Jr.

President / CEO



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WM2A ARCHITECTS, IN THE AMOUNT OF UP TO \$286,286.00, FOR ARCHITECTURAL AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPROVEMENTS TO MEMORIAL PARK, FRANK JOHNSON RECREATION CENTER, AND FILMORE THOMAS PARK, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION LINE ITEMS ASSOCIATED WITH THOSE PARKS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is beginning the process of making substantial capital improvements to Memorial Park, Frank Johnson Recreation Center, and Filmore Thomas Park; and

WHEREAS, in order to make those improvements, the County requires the services of an architectural engineering firm to prepare architectural drawings, structural drawings, mechanical, electrical, plumbing, and civil drawings, and perform construction administration; and

WHEREAS, WM2A Architects is a local architectural engineering firm with the experience for and capability of performing the aforementioned services; and

WHEREAS, the Macon-Bibb County Commission desires to enter into an agreement with WM2A Architects to perform architectural services for the capital improvements to Memorial Park, Frank Johnson Recreation Center, and Filmore Thomas Park, in the amount of up to \$286,286.00, as described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the costs for the architectural services will be divided proportionally between the 2018 SPLOST funds attributable to each park or recreation center; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, competitive procurement of consultants is not required; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, where the total dollar amount of the services to be provided by a consultant is expected to exceed \$25,000, the procurement of such services must be approved by a resolution of the Macon-Bibb County Commission; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with WM2A Architects to perform architectural and construction management services, as described in Exhibit A, for improvements to Memorial Park, Frank Johnson Recreation Center, and Filmore Thomas Park, in the amount of up to \$286,286.00, to be paid from the SPLOST 2019 Fund – Recreation line items associated with each park, in a form to be approved by the County Attorney’s Office.

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

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

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With WM2A Architects For Architectural Drawings And Construction Admin For Memorial, Frank Johnson, And Filmore Thomas Rec Centers \$286,286.00 8-30-24.Docx

EXHIBIT A



Trey Wood, AIA
Bill McLees, AIA
Yancey Powers, AIA
Brandon Fairbanks, AIA

19 August 2024

Attn: Clay Murphy

Re: Memorial Park Rec Center, Frank Johnson Rec Center & Filmore Thomas Park
WM2A Job Nos. 2024-079, 2024-080, 2024-081

Dear Clay:

WM2A Architects is pleased to offer the following proposal for design service services:

- Architectural drawings and full construction administration
- Structural Drawings and limited construction administration
- Mechanical, Electrical and Plumbing drawings and limited construction administration
- Civil drawings and site survey

The above services will be provided a rate of 3.85% of the aggregate expected construction cost of \$7,400,00.00. Once construction costs are determined for each site, this figure can be dispersed proportionally.

We understand that a project schedule is such that bid documents will need to be prepared by October 31st in order for pricing to be received in November.

Please call or email with any questions concerning this proposal. If you find it acceptable, we will send you an AIA contract based on the terms of this letter. We look forward to working with you on this project!

Sincerely yours,

WM2A ARCHITECTS

A handwritten signature in black ink, appearing to read 'B. Fairbanks', with a long horizontal stroke extending to the right.

Brandon Fairbanks, AIA

Macon Office
348 Cotton Avenue
Suite 500
Macon, GA 31201
478.745.4945

Virginia Office
408B North Main Street
Hillsville, VA 24343
276.266.3356



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH BBWOD, LLC, FOR THE PURCHASE OF CERTAIN REAL PROPERTY IDENTIFIED AS PARCEL ID# R0820029; AND OTHER LAWFUL PURPOSES.

WHEREAS, on June 4, 2024, the Macon-Bibb County Commission authorized the purchase of 9.5 acres, more or less, of real property owned by BBWOD, LLC (the “Seller”), and identified by Parcel ID # R0820029 (the “Property”), for a negotiated purchase price of \$350,000.00; and

WHEREAS, while completing necessary due diligence, it was found that Seller had previously conveyed a portion of the Property to the Norfolk Southern Railway Company, and only held title to 6.4 acres, more or less, of the Property; and

WHEREAS, in light of this change in circumstances and in the interests of fairness to Macon-Bibb County and its residents, Macon-Bibb County and the Seller have renegotiated the Purchase and Sale Agreement for the purchase of the remaining Property, shown highlighted in green on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, under the terms of the Amended Purchase and Sale Agreement, Macon-Bibb County will receive 6.4 acres, more or less, for a reduced purchase price of \$240,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Amendment to the Purchase and Sale Agreement with BBWOD, LLC, for the purchase of real property totaling 6.4 acres, more or less, for a purchase price of TWO HUNDRED FORTY-THOUSAND DOLLARS AND 00/100 CENTS (\$240,000.00), with such Amended Purchase and Sale Agreement in a form to be approved of by the County Attorney.

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

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
Janice S. Ross, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2024 Miller Authorizing Amendment to BBWOD PSA.docx

EXHIBIT A



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A DUES AGREEMENT WITH THE MIDDLE GEORGIA REGIONAL COMMISSION FOR A TERM OF UP TO 4 FISCAL YEARS, BEGINNING IN FISCAL YEAR 2025, AT A RATE OF \$1.30 PER RESIDENT OF MACON-BIBB COUNTY PER YEAR; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the Middle Georgia Regional Commission (“MGRC”) is the regional planning and development agency serving communities in Middle Georgia and provides a wide variety of services, including Planning, Economic Development, Public Administration, Workforce Development, and Aging Assistance to both local governments and residents of Middle Georgia; and

WHEREAS, to fund this important work, local governments pay dues based on population to ensure they and their residents have access to MGRC services; and

WHEREAS, most recently, MGRC dues for member governments have been calculated at a rate of \$1.30 per resident, with the full amount due determined by the most recently available population numbers; and

WHEREAS, the most recent census data indicates that Macon-Bibb County has an approximate population of 157,346, which would equal dues in the amount of \$203,465.60; and

WHEREAS, the Macon-Bibb County Commission desires to continue the long history of partnership with the MGRC; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution protects or promotes the health, safety, welfare, and morals of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to enter into a Dues Agreement with the Middle Georgia Regional Commission, with FY 2025 dues to be paid in the amount of TWO HUNDRED THREE THOUSAND, FOUR HUNDRED SIXTY-FIVE DOLLARS AND SIXTY CENTS (\$203,465.60), and with future dues to be paid at a rate of \$1.30 per resident per year, based on the most recently available population data, and with such Dues Agreement to be in a form to be approved of by the County Attorney.

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

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

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

Q:\RES MACON-BIBB\2024 Miller MGRC Dues Agreement - \$1.30 Per Resident Per Year.Docx



LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER VALERIE WYNN**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER ELAINE LUCAS**

☐ **COMMISSIONER MALLORY C. JONES, III**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER VIRGIL WATKINS, JR.**

☐ **COMMISSIONER BRENDA LYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HEALTH SERVICES OF CENTRAL GEORGIA, INC. DBA ATRIUM HEALTH NAVICENT MEDICAL GROUP, IN THE AMOUNT OF \$49,500.00, FOR EMPLOYEE AND RETIREE BIOMETRIC SCREENINGS, TO BE PAID FROM THE GROUP INSURANCE FUND – SELF FUNDED – WELLNESS PROGRAM LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, during open enrollment, Macon-Bibb County provides employees and retirees with annual biometric screenings as part of its wellness program; and

WHEREAS, those biometric screenings are performed by medical personnel, who interpret the results for the employees and alert them of potential health concerns related to those screenings; and

WHEREAS, Health Services of Central Georgia, Inc. dba Atrium Health Navicent Medical Group (“Atrium”) has provided biometric screening services to Macon-Bibb County in the past and has offered to provide them again for the 2024-2025 open enrollment season;

WHEREAS, Atrium has provided a quote for such services in the amount of \$55.00 per biometric screening; and

WHEREAS, the Human Resources department expects that approximately 900 employees and retirees will utilize the biometric screening services, for an expected cost to the County of \$49,500.00; and

WHEREAS, such service is considered a consulting service in accordance with subsection 19-10(b) of the Macon-Bibb County Code of Ordinances; and

WHEREAS, such subsection of the Macon-Bibb County Code of Ordinances requires that “[a]ll procurements of consultants where the total estimated dollar amount of the services to be

provided will exceed twenty-five thousand dollars (\$25,000.00), must be approved by resolution of mayor and commission...”; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Health Services of Central Georgia, Inc. dba Atrium Health Navicent Medical Group, in the amount of \$49,500.00, for employee and retiree biometric screenings, to be paid from the Group Insurance Fund – Self Funded – Wellness Program line item, in a form to be approved by the County Attorney’s Office.

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

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

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Atrium For Employee Biometric Screenings
\$49,500.00 8-30-24.Docx*



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$250,000.00 FROM GENERAL FUND – FUND BALANCE TO THE FEDERAL GRANTS FUND FOR THE PURPOSE OF PROVIDING MATCHING FUNDING FOR A LAND AND WATER CONSERVATION FUND GRANT FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES; TO AUTHORIZE THE APPLICATION FOR AND ACCEPTANCE OF SUCH GRANT TO UPDATE THE PLAYGROUND AT AMERSON RIVER PARK; AND TO APPROVE THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT IF SUCH GRANT IS AWARDED; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Beautification Department requests the Macon-Bibb County Commission’s approval to apply for, and if awarded accept, a Land and Water Conservation Fund Grant (“LWCF Grant”) from the Georgia Department of Natural Resources in an amount of up to \$250,000.00; and

WHEREAS, the Land and Water Conservation Fund (LWCF) Program is a federal program authorized by Congress for the purpose of acquiring federal lands and assisting states and local governments with funds to acquire lands and develop and renovate outdoor recreation facilities; and

WHEREAS, Parks and Beautification plans to utilize the grant funds to renovate the playground at Amerson River Park; and

WHEREAS, the grant requires a local match of up to \$250,000.00, as a one-to-one match of the grant funding; and

WHEREAS, the playground proposal, design layout, and quote are attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Parks and Beautification Department to apply for, and if awarded accept, the LWCF Grant; and

WHEREAS, in order to fund the local match requirement, a supplemental appropriation from General Fund – Fund Balance is necessary; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the supplemental appropriation of \$250,000.00, as provided in the Budget Amendment form attached hereto and incorporated herein as Exhibit B; and

WHEREAS, if Macon-Bibb County is awarded the LWCF Grant, the Macon-Bibb County Commission desires to authorize the purchase and installation of the playground equipment as provided in Exhibit A; and

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

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize a supplemental appropriation of \$250,00.00 from General Fund – Fund Balance to the Federal Grants Fund as provided in the Budget Amendment form attached hereto as Exhibit B for the purpose of providing matching funds for the LWCF Grant.

Section 2.

The Macon-Bibb County Commission does hereby authorize the Macon-Bibb County Parks and Beautification Department to apply for the aforementioned LWCF Grant, in an amount of up to \$250,000, with a local match of up to \$250,000.00, for the purpose of funding the renovation of the Amerson River Park playground, as such project is described in Exhibit A. If such grant is awarded to Macon-Bibb County, the Mayor is hereby authorized to accept such grant upon the terms and conditions required by the Georgia Department of Natural Resources.

Section 3.

The Macon-Bibb County Commission does hereby, in the event the LWCF Grant is awarded to Macon-Bibb County, authorize the Mayor to enter into an agreement for the purchase

of the playground equipment as described in Exhibit A, provided that the cost of such purchase does not exceed the amount of the LWCF Grant and the County's required match.

Section 4.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5.

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

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.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 8.

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

Section 9.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 10.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission 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.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2024 Miller Supplemental Appropriation And Authorization For Application And Acceptance Of LWCF Grant 8-29-24.Docx

EXHIBIT A

NATIONAL DEMONSTRATION SITE NETWORK







NATIONAL DEMONSTRATION SITE NETWORK

Recognizing Communities for Turning Research Into Practice

High-quality outdoor play and recreation environments are essential to community health and wellness. Research indicates that when stakeholders are engaged in the planning process, evidence-based design best practices are implemented with the built environment, and supplemental programming is offered to further enhance user experiences, then positive outcomes occur.

PlayCore's Center for Outreach, Research, and Education (CORE) leads the National Demonstration Site (NDS) Network as an important effort to raise national awareness, recognize projects of excellence, and help local communities demonstrate the positive impact they are making on Community Vitality. National Demonstration Sites use comprehensive and validated research to provide a unique way to organize and report the indicators of a vital community.

There are five design best practice programs that help communities turn research into practice. Choose to utilize one or a combination of National Demonstration Site designations to thoughtfully advocate for inclusive play, youth physical activity, adult outdoor fitness, nature play, and playful pathways.



OUR UNIQUE APPROACH

Ensure that your community can maximize the value of your investment by implementing scholarly best practice design research to activate play and recreation destinations. With evidence-based best practices to design and implement high-quality play and recreation environments, National Demonstration Sites receive recognition, demonstrate impact through data services and site-specific reports, and are able to share and showcase the impact on community health and wellness.







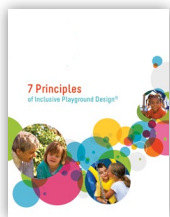
Research & Programming
in partnership with:



Emma Eccles Jones College of Education & Human Services
Institute for Disability Research, Policy & Practice
UtahStateUniversity.

INCLUSION

The purpose of PlayCore's comprehensive inclusive play programs and unique design philosophy is to provide high-quality outdoor play experiences for people of all ages and abilities that develop the whole child, address the whole environment, and ultimately, benefit the whole community.



PlayCore is proud of our national partnership with leading experts at the Institute for Disability Research, Policy & Practice of Utah State University which has led to championing thousands of inclusive play initiatives across the world.

Our evidence-based design and programming best practices innovate outdoor environments where both physical and social inclusion can occur. The **7 Principles of Inclusive Playground Design®**, is a one-of-a-kind resource to help communities move beyond minimum accessibility guidelines to intentionally create destinations that are more usable, by more people, to the greatest extent possible. These principles are the industry's only evidence-based guidelines that are tailored specifically to address childhood experiences in outdoor play environments.

Inclusive play is our passion and purpose. Together we can turn research into practice and advocate for inclusive, intergenerational play destinations across our nation.

Best Practice Implementation:

- Address local priorities, create awareness, and enlist community partners that share your mission and goals.
- Provide a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities.
- Apply the 7 Principles of Inclusive Playground Design® to the overall environmental design.
- Offer programming, activities, special events, and/or other initiatives to further create awareness and foster friendships.



Providing intergenerational, inclusive play ensures that all people experience the satisfaction of contributing to meaningful play and reap the lifelong developmental, physical, and social benefits of inclusion."

- Keith Christensen, PhD, Institute for Disability Research, Policy & Practice of Utah State University



Research &
Programming
in partnership with:

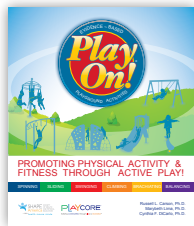


WESTERN
MICHIGAN
UNIVERSITY



YOUTH PHYSICAL ACTIVITY

The purpose of **Play On!** is to promote physical activity and fun by designing outdoor environments for active play and implementing playground learning activities. The Play On! program provides educators and recreation professionals with evidence-based design best practices to promote fitness and health — maximizing the value and potential of school and community playgrounds.



PlayCore is proud to partner with physical activity experts, SHAPE America, to provide a valid solution for intentionally increasing physical activity on playgrounds through six key elements of play to promote fitness. Play On! can be used to enhance recess, physical education, before/after school programs, special events, camps, and other programming efforts to combat sedentary lifestyles and childhood obesity.

The Play On! Program contains 125 activities for grades PreK-5 that align with national physical education standards. The program includes assessment tools, equipment lists, playground funding opportunities, send-home family resources, and design best practices.

Play On! can become a vital component to strengthen, educate, and build healthier, happier communities through active play.

Best Practice Implementation:

- Incorporate six key elements of play that promote physical activity — balancing, brachiating, climbing, spinning, sliding, and swinging.
- Provide a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced levels of challenge.
- Design the layout of the space to encourage movement through running, chasing, and exploring.
- Program the environment utilizing Play On! learning activities and additional loose parts to encourage active play and social interaction.



It is critical to advocate for play initiatives, effectively communicate the developmental benefits of playgrounds, and demonstrate how investing in play can result in healthy outcomes."

- Russ Carson, PhD, Co-author of Play On!



Research & Programming
in partnership with:

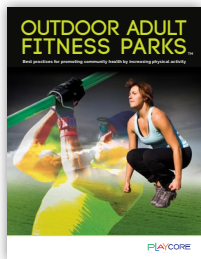
C THE UNIVERSITY OF TENNESSEE
CHATTANOOGA

OUTDOOR ADULT FITNESS

Research demonstrates that **Outdoor Adult Fitness Parks** provide a variety of healthy outcomes to communities by offering new ways to make physical activity more available, accessible, affordable, and enjoyable.

PlayCore partnered with Dr. Gary Liguori, past Department Head Health and Human for Performance University of Tennessee at Chattanooga; Dr. Michael Suk, Chairman of Orthopaedic Surgery at Geisinger Health System; and Dr. Thom McKenzie, Professor Emeritus, San Diego State University to develop evidence-based design best practices for community outdoor adult fitness destinations.

This designation recognizes communities that advocate for and utilize Outdoor Adult Fitness Parks as a critical solution for improving health and overall wellness. National Demonstration Sites align to health benefits and total body fitness by offering visitors of all levels a well-rounded workout. Together, these elements can help people adhere to routines that develop overall health and wellness, and engage participants in substantially more moderate to vigorous physical activity.



Best Practice Implementation:

- Identify user groups, location/context, site-specific amenities, and programming opportunities.
- Select a design typology that meets the space requirements, usage goals, and site-specific needs.
- Offer a variety of aerobic, muscle/strength, core, balance, and flexibility equipment to provide a well-rounded fitness routine.
- Adhere to safety and industry standards in regards to surfacing, accessibility, signage, and equipment configuration.



As our country continues to struggle with obesity and chronic disease, outdoor adult fitness parks are a sustainable option with measurable impact across the broad spectrum of adult health and wellness."

- Gary Liguori, PhD, University of West Florida



Research &
Programming
in partnership with:



NATURE PLAY

The purpose of **NatureGrounds** is to create a dramatic shift in the standard playground development process by deliberately designing nature back into the everyday spaces of childhood, not only to benefit children's play, but also to engage communities in working together to deliver high-quality play experiences across generations. Research has proven that designing play environments that integrate the living landscape with manufactured equipment results in increased play value, higher levels of physical activity, social interaction, and improved environmental sustainability.



PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to help professional and community champions bring "nature to people" in an effort to reconnect children to nature to support healthy human development. NatureGrounds play and learning environments positively impact play value, child development, health and wellness, and environmental sustainability.

Naturalized playgrounds have become sought out destinations that provide visual interest, shade, and comfort resulting in sustained repeat visits, a relaxed and playful social atmosphere, and growth of community social capital. These well-designed playgrounds offer rich outdoor education and programming opportunities for both schools and parks.

Best Practice Implementation:

- Locate playground in relation to existing site features and surroundings such as mature trees and topography.
- Design entrances, pathways, and boundaries to enhance naturalization and connectivity.
- Integrate planting pockets (trees, shrubs, grasses) into the play environment as part of the play experience.
- Select child-friendly plants to provide additional play value using the Plant Database at playcore.com/plants to offer variety, seasonal change, wildlife enhancement, and/or play props.

A generation ago playing outdoors in nature was usually taken for granted, but times have changed. Now, nature must be deliberately designed back into children's lives."

- Robin Moore, DiplArch, MCP, Hon. ASLA



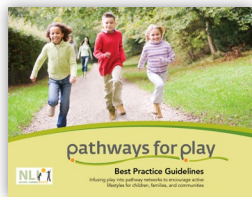
Research &
Programming
in partnership with:



PLAYFUL PATHWAYS

The purpose of **Pathways for Play** is to intentionally integrate play — critical for children's health — into walkable, bikeable, shared use community pathway networks.

Research shows that playful pathways attract children and families and can dramatically increase frequency and duration of use.



PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to help professionals and community champions create opportunities to “bring people to nature” by creating playful routes for families to explore, discover, learn, and be physically active together surrounded by nature. Pathways for Play National Demonstration Sites infuse play into trails, greenways, and shared parks to motivate children, families, and youth organizations to get outdoors and engage in healthy, stimulating activity in nature.

Best Practice Implementation:

- Assess form, location, access, usability, safety, and regulations when evaluating an existing or planned pathway.
- Connect pathways to meaningful destinations in locations where children live to support their independent mobility.
- Promote environmental literacy and learning by integrating play pockets along the path. Play pockets include themes for learning, educational signage, and playful activities that enhance the overall play value.
- Integrate at least three play pockets at appropriate distances apart to encourage movement and discovery.



It is clear that there is no other choice but to discover new ways to deliver high-quality outdoor environments for children compelling enough to motivate them to acquire healthy, fearless, outdoors-in-nature, active lifestyle habits."

- Robin Moore, DiplArch, MCP, Hon. ASLA



JOIN THE NETWORK

Data collected across the National Demonstration Site Network demonstrate that evidence-based design positively impacts visitors and promote healthy communities. Through our research, we have learned that National Demonstration Sites:

ENCOURAGE REPEAT VISITATIONS

97% of site visitors say they will return again in the near future.

DEMONSTRATE HEALTH & WELLNESS

99% of site visitors were active.

PROMOTE RECOMMENDED PHYSICAL ACTIVITY

96% of site visitors are active at the site for 30 minutes or longer.

CLAIM VISITOR SATISFACTION

98% of site visitors are satisfied with their visit.

Visit playcore.com/nds to learn more.

Turn Research Into Practice & Become a National Demonstration Site

1

Design

Work with a local, National Demonstration Site trained representative to design your site to implement evidence-based design best practices. Choose one, or a combination of designations, to address the goals and priorities of your community.

2

Collaborate

Identify a Key Informant that will serve as the primary contact and champion to utilize the Marketing Toolkit and NDS resources to help create awareness, promote the site, and encourage community members to share their experience using onsite data collection methods.

3

Share & Showcase

Create positive attention through collaborative marketing and/or programming, and use your destination to demonstrate impact to your stakeholders.



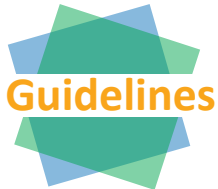
**Join us in our mission to build healthy
communities through play and recreation
and turn research into practice.**

playcore.com/nds | (877) 762-7563

Play On!® - Promoting Physical Activity & Fitness Through Active Play

Become a PlayCore NATIONAL DEMONSTRATION SITE

Join our national initiative to build a network of communities promoting physical activity through well-designed outdoor play and learning environments.



Guidelines



1. Engage the Community in Planning, Implementation, and Sustainability

Ascertain the goal of your project and undergo a carefully considered step-by-step process to ensure your play space meets the desired outcome. This process may include master planning, partnerships, design workshops, and fundraising strategies that demonstrate strategic considerations to specifically promote physical activity.



2. Implement Design Considerations and Programming that Promotes Physical Activity

- Create play environments that implement evidence-based design considerations for increasing physical activity such as offering variety, continuum of skills, naturalization, loose parts, and/or configuration for active play.
- Address the six key elements of play by incorporating balancing, brachiating/bilateral upper body activities, climbing, swinging, sliding, and spinning activities into the play space.
- Consider usage of programming, such as the Play On! program of to help promote physical fitness and fun through the use of creative playground learning activities.



3. Participate in Local Recognition and National Press Opportunities

Submit photos, renderings, and/or drawings to validate implementation of best practices, and to provide visuals that can be shared through web reporting, press releases, and other public relations opportunities. Above qualification criteria will be self-reported by completing an application to describe alignment to best practices, and provide additional facts to be used in public relations.



4. Participate in a Research Network

Provide a primary point of contact for future data collection and/or research initiatives such as surveys, focus groups, and/or observations. Data will be utilized as an educational resource for other communities and to fuel ongoing research.

Play On!® - Promoting Physical Activity & Fitness Through Active Play

PLAYCORE NATIONAL DEMONSTRATION SITE



Benefits

Qualifying as a National Demonstration Site communicates to others that your project planning through implementation has followed best practice guidelines. Additional benefits can be tailored to support your individual project and to promote your leadership nationally for others to replicate.



Local Recognition

Receive a complimentary National Demonstration Site sign that can be installed onsite for visitors to learn more about the Play On! initiative, and promote your adherence to best practices.

Once your project is registered and has qualified, you will receive the National Demonstration Site seal digitally for usage in outbound marketing, fundraising, website, letterhead, etc. This tool can be utilized to communicate and promote the quality and purpose of your project to stakeholders.



National Recognition

Through the National Demonstration Site program, your leadership will be shared through public relations opportunities. Receive national press through PlayCore's Center for Professional Development. To advocate for and build this network, PlayCore will provide a variety of educational resources and highlight case studies to be presented at internationally accredited professional development sessions, and in educational materials, web promotions, national press, collateral, and more. Sharing your story will help others advocate and replicate.



Physical Activity Advocacy

Implementing best practices brings a variety of benefits to your local community. You can also stay engaged with a network of communities championing for play and learning environments that promote physical activity and fitness through design considerations and programming by participating in future research or data collection that will help inform and improve health across a variety of communities!



Contact Us

Interested in learning more about how your community can participate in a national movement for promoting physical activity? Contact us to learn more or to apply today!



Playpalette: Forester

8/6/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Amerson Park

Macon, GA



www.gametime.com



www.playdrp.com



Playpalette: Forester

8/6/24

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www.gametime.com

Amerson Park

Macon, GA



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Amerson Park

Macon, GA



www.gametime.com



www.playdrp.com



Playpalette: Forester

8/6/24
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Amerson Park Macon, GA

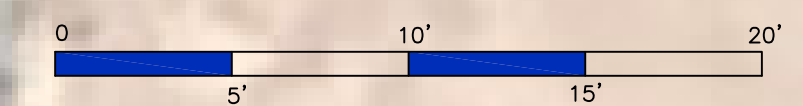


www.gametime.com



www.playdrp.com

CONCEPTUAL DRAWING ONLY



**150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com**

Macon-Bibb County Parks & Recreation
Amerson Park
Macon, GA
Representative
DRP

This play equipment is recommended for children ages 5-12

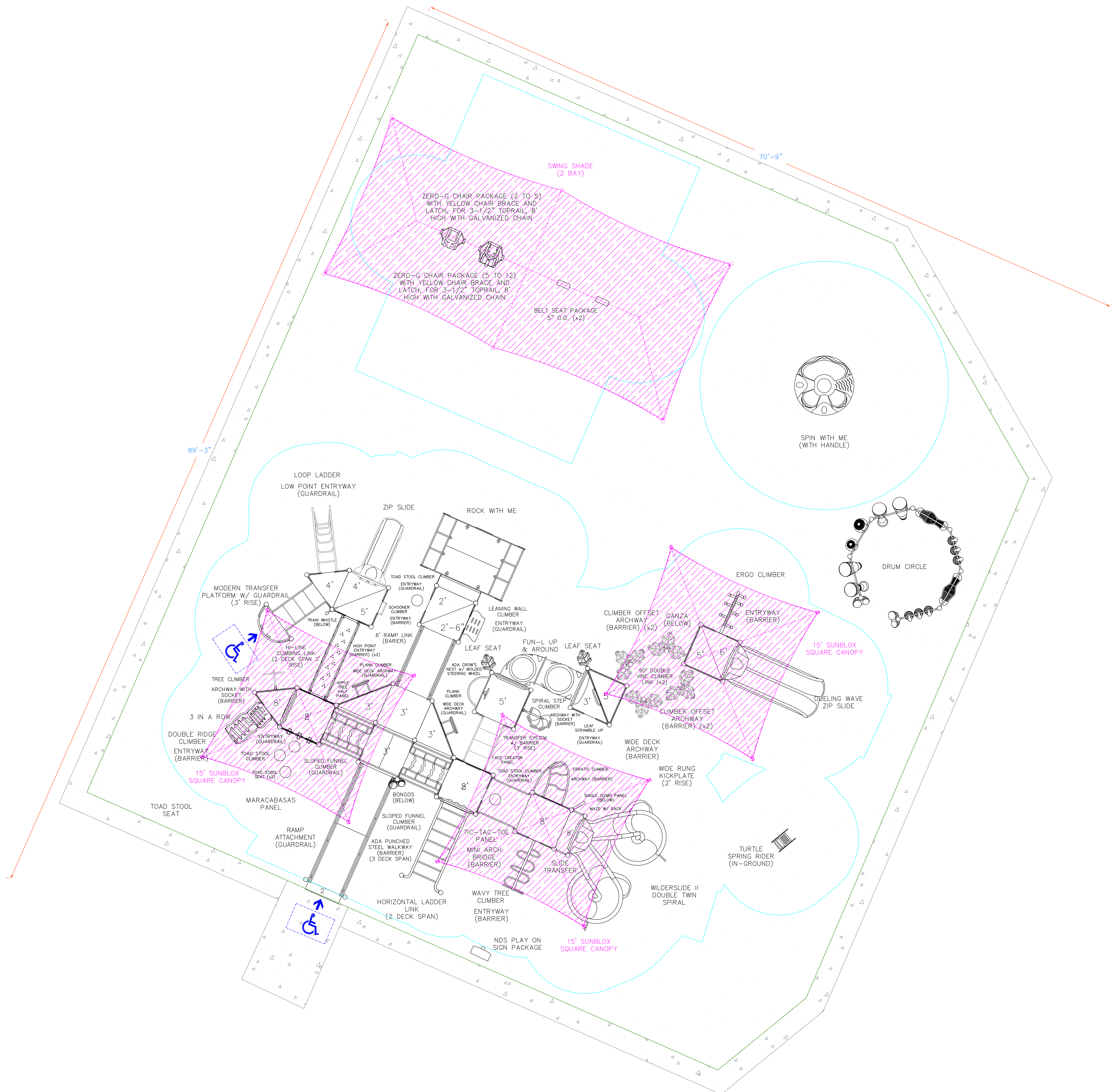
Minimum Area Required:
See Drawing

Scale: NTS

This drawing can be
scaled only when in
an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: Veronica S.
Date: 08/07/2024
Drawing Name: Amerson Park





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

08/07/2024
 Quote #
 106864-01-01

Amerson Park

Macon-Bibb County Parks & Recreation
 Attn: Michael Glisson
 2551 Pierce Dr N
 Macon, GA 31204
 UNITED STATES
 Phone: 4789545063
mglisson@maconbibb.us

Ship to Zip 31204

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
~~~~~					
• <b>Customer responsible for:</b>      ◦ Providing access to site					
1	INSTALL	5-Star Plus - Removal and Disposal of Existing Playground Equipment/Surfacing	\$33,000.00	\$33,000.00	\$33,000.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00	\$89.00
1	14927	GameTime - NDS Play On Sign Package			
1	RDU	GameTime - 5-12 Powerscape System	\$256,180.00	\$256,180.00	\$256,180.00
1	GRANT	DRP Promo - GameTime Grant Promotion Funding Discount-  <i>Order must be placed prior to October 31, 2024</i>		(\$100,919.00)	(\$100,919.00)
1	5192	GT-Shade - Double Bay Swing Shade	\$13,602.00	\$13,193.94	\$13,193.94
1	RDU	GameTime - Swing Seat	\$2,316.00	\$2,052.58	\$2,052.58
1	6284I	GameTime - Turtle Spring Rider	\$1,410.00	\$1,184.40	\$1,184.40
1	6372	GameTime - Spin With Me (With Handle)	\$7,331.00	\$5,278.32	\$5,278.32
1	81749	GameTime - Drum Circle	\$15,138.00	\$10,899.36	\$10,899.36
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$94,930.00	\$94,930.00	\$94,930.00
5400	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- <i>50% Standard Color - Aromatic Binder - 3.5" Thick with 1/2" EPDM wear course cap - 5-year warranty</i>  4170 SF 3.75" thick system for 8' CFH Includes 50/50 Standard Color EPDM & Black - Color TBD Aromatic Binder Will Amber No Design Flush Edge Regular Wages Subbase, Site Prep and Security by others Includes Dumpster & Forklift	\$28.77	\$23.02	\$124,308.00
5400	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- <i>Installed per specification of Unitary Surfacing requirements.</i>	\$6.15	\$5.54	\$29,916.00
				<b>Sub Total</b>	\$470,112.60
				<b>Freight</b>	\$12,328.02
				<b>Total</b>	<b>\$482,440.62</b>





GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

08/07/2024  
Quote #  
106864-01-01

## Amerson Park

**Remit Payment to:**

GameTime  
P.O. Box 680121  
Fort Payne, AL 35968

**Taxes:**

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.  
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

**Prices:**

FOB Factory.

**Orders:**

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.  
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.  
Standard orders with equipment, installation and surfacing are requested to be split billed.  
Equipment, Taxes & Freight as noted above  
Installation and Surfacing billed as completed and Due Upon Receipt.

**Terms:**

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.  
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.  
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:  
Completed Project Information Sheet (if applicable)  
Copies of Payment and Performance Bonds (if applicable)  
A 1.5% per month finance charge will be imposed on all past due invoices.  
Retainage not accepted.  
Orders under \$5,000 require payment with order.

This quote was prepared by Veronica Salles, Project Manager.

For questions or to order please call - 800-432-0162 ext. 100 [veronica.salles@gametime.com](mailto:veronica.salles@gametime.com)

**Payment Terms: Governmental Purchase Order.****Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.





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c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
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800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

08/07/2024  
Quote #  
106864-01-01

## Amerson Park

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

### SHADE TERMS :

- Per FBC (or other wind codes) remove shades as recommended in high wind events.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 8 weeks after approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 5' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

### ORDER INFORMATION

Bill To: _____	Ship To: _____
Contact: _____	Contact: _____
Address: _____	Address: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Tel: _____ Fax: _____	Tel: _____ Fax: _____

### **Acceptance of quotation:**

Accepted By (printed): _____	P.O. No: _____
Signature: _____	Date: _____
Title: _____	Phone: _____
E-Mail: _____	Purchase Amount: <b>\$482,440.62</b>



# **EXHIBIT B**



## Budget Amendment

X

Administrative  
(check a box)

250,000.00

250,000.00

250,000.00

250,000.00

50% pre-application match of Amerson Park playground equipment for Georgia Department of Natural Resources Land and Water Conservation Grant.

2024

Page 169 of 194





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**LEGISLATIVE SPONSORS**

- |                                                                      |                                                             |
|----------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> MAYOR LESTER M. MILLER                      | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN                   | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS                   | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER                 | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input checked="" type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR. | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 19-60 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES FOR THE PURPOSE OF INCREASING THE ANNUAL PARTICIPATION GOALS FOR MINORITY AND SMALL BUSINESS PROGRAMS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, it is the policy of the Macon-Bibb County Commission that procurement of goods and services in the course of County operations should affirmatively seek to include awarding contracts and purchasing supplies from local small businesses and other disadvantaged business entities wherever it is reasonable to do so; and

**WHEREAS**, Chapter 19, Article II, Division 3 of the Macon-Bibb County Code of Ordinances authorizes the Macon-Bibb County Procurement Department and the Office of Small Business Affairs to provide for affirmative initiatives and preferences for such business entities; and

**WHEREAS**, in furtherance of the policy goals specified herein, the Macon-Bibb County Commission passed Ordinance O-23-0008 establishing, and codifying at Section 19-60 of the Macon-Bibb County Code of Ordinances, annual participation goals minority and small business programs; and

**WHEREAS**, Section 19-60 of the Macon-Bibb County Code of Ordinances reads as follows:

Section 19-60. – Annual Participation Goals for Minority and Small Business Programs.

- (a) For purposes of this Section, “Qualified Purchase” shall mean the prime contract or purchase of any goods, services, or construction labor for a



single-purchase at a total cost in excess of the small and routine purchase price thresholds provided in Section 19-5.3(a) of this Code.

- (b) The County Procurement Department and the Office of Small Business Affairs shall strive to meet the following participation goals for each calendar year, for all of the County's Qualified Purchases:
    - (1) 5% All Minority, Women, Veteran, and Disadvantaged Vendors (MWVDE) Participation Goal; and
    - (2) 25% Local Vendor Participation Goal.
  - (c) The Procurement Director and Director of Small Business Affairs shall jointly prepare a written report on the County's participation results as provided in this Section, to be submitted to the Commission at least once per calendar quarter, and shall personally present a report on the County's participation results as provided in this Section to the Commission in an open meeting at least once per calendar year
- ; and

**WHEREAS,** the Macon-Bibb County Commission desires to amend Section 19-60 to provide for increased annual participation goals for minority and local small business programs; and

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

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

### **Section 1**

Section 19-60 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and replaced with the following:

Section 19-60. – Annual Participation Goals for Minority and Small Business Programs.

- (a) For purposes of this Section, "Qualified Purchase" shall mean the prime contract or purchase of any goods, services, or construction labor for a single-purchase at a total cost in excess of the small and routine purchase price thresholds provided in Section 19-5.3(a) of this Code.
- (b) The County Procurement Department and the Office of Small Business Affairs shall strive to meet the following participation goals for each calendar year, for all of the County's Qualified Purchases:
  - (1) 8% All Minority, Women, Veteran, and Disadvantaged Vendors (MWVDE) Participation Goal;



- (2) 35% Local Vendor Participation Goal; and
  - (3) 2% Local Minority Vendor Participation Goal.
- (c) The Procurement Director and Director of Small Business Affairs shall jointly prepare a written report on the County's participation results as provided in this Section, to be submitted to the Commission at least once per calendar quarter, and shall personally present a report on the County's participation results as provided in this Section to the Commission in an open meeting at least once per calendar year

## **Section 2.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

## **Section 3.**

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

## **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.**

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

## **Section 6.**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences,



clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

**Section 7.**

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

**Section 8.**

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 9.**

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

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

By: _____  
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____  
JANICE S. ROSS, Clerk of the Commission

*Q:\ORD MACON-BIBB\2024 Watkins Amending Section 19-60 Annual Participation Goals For Minority And Small Business Programs 8-27-24.Docx*





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A QUITCLAIM DEED IN FAVOR OF BSW AUTO SALES, LLC, FOR THE SALE OF REAL PROPERTY TOTALING 0.16 OF AN ACRE, MORE OR LESS, FOR ITS APPROXIMATE FAIR MARKET VALUE OF \$5,327.47; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Section 19-12 (c) of the Macon-Bibb County Code of Ordinances provides that real property of Macon-Bibb County in narrow strips or so shaped or so small as to be incapable of being used independently as zoned or as streets may be sold or conveyed to abutting property owners where such sale or conveyance facilitates the enjoyment of the highest and best use of the abutting property; and

**WHEREAS**, BSW Auto Sales, LLC ("Petitioner"), is the owner of certain property located 3731 Napier Avenue and 3737 Napier Avenue; and

**WHEREAS**, when Petitioner purchased the 3731 and 3737 Napier Avenue, certain existing improvements encroached upon the adjacent 10' alleyway and onto a portion of the real property located at 3600 Brookdale Avenue, which such real property being owned by Macon-Bibb County, as identified in Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, as Petitioner makes improvements and renovations to its property, it has become necessary to clear the issue of the encroachment into the 10' alleyway and upon 3600 Brookdale Avenue; and

**WHEREAS**, the encroaching structure is necessary for the business operations of the Petitioner; and

**WHEREAS**, there are no abutting property owners that would have a statutory interest in bidding on the Parcel to be sold; and



**WHEREAS**, a portion of the property is designated in historical plats as a 10' alleyway, which was Macon-Bibb County has, contemporaneously with this Resolution, abandoned any interest of the public in said alleyway by Resolution of the Macon-Bibb County Commission, having held a public hearing on September 3, 2024, in accordance with the laws of the State of Georgia; and

**WHEREAS**, in accordance with Georgia law and Section 19-12 (c) of the Macon-Bibb County Code of Ordinances, Macon-Bibb County can transfer properties of such size and shape as to be unsuitable for their zoned purposes; and

**WHEREAS**, the Macon-Bibb County Engineer has rendered his opinion that this property is of such a small size and shape as to be unsuitable for the purposes for which it was zoned; and

**WHEREAS**, pursuant to the authorization under State law and local Code, the Macon-Bibb County Commission desires to sell the Property to the Petitioner for its fair market value of \$5,327.47; and

**WHEREAS**, the Macon-Bibb County Commission finds that this Resolution protects or promotes the health, safety, welfare, and morals of Macon-Bibb County.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to convey the Property identified in the attached Exhibit A, to BSW Auto Sales, LLC, for its fair market FIVE THOUSAND, THREE HUNDRED TWENTY-SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$5,327.47), by execution of quitclaim deed in a form to be approved of by the County Attorney, and to execute any other documents necessary to complete this transaction.

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

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Sale Of Encroachment Into 3600 Brookdale - BSW Auto Sales - \$5,327.47.Docx*



# **EXHIBIT A**



THIS BLOCK RESERVED FOR THE CLERK  
OF THE SUPERIOR COURT.

#### LEGEND

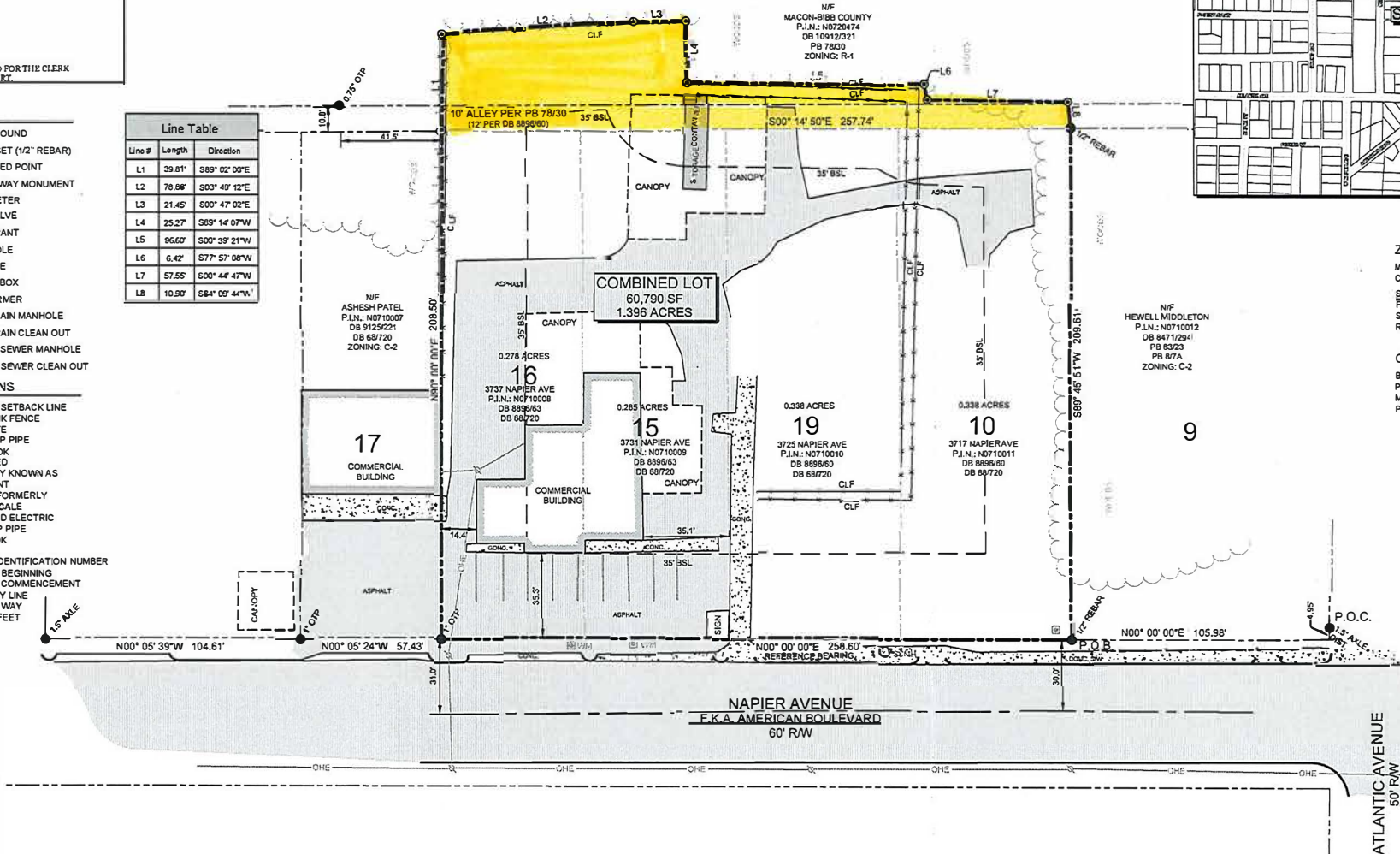
- IRON PIN FOUND
- ⊙ IRON PIN SET (1/2" REBAR)
- CALCULATED POINT
- ⊞ RIGHT OF WAY MONUMENT
- ⊞ WATER METER
- ⊞ WATER VALVE
- ⊞ FIRE HYDRANT
- ⊞ UTILITY POLE
- ⊞ LIGHT POLE
- ⊞ ELECTRIC BOX
- ⊞ TRANSFORMER
- ⊞ STORM DRAIN MANHOLE
- ⊞ STORM DRAIN CLEAN OUT
- ⊞ SANITARY SEWER MANHOLE
- ⊞ SANITARY SEWER CLEAN OUT

#### ABBREVIATIONS

- BSL BUILDING SETBACK LINE
- CLF CHAIN LINK FENCE
- CONC. CONCRETE
- CTP CRIMP TOP PIPE
- DB DEED BOOK
- DIST. DISTURBED
- F.K.A. FORMERLY KNOWN AS
- MCN. MONUMENT
- NF NOW OR FORMERLY
- N.T.S. NOT TO SCALE
- OHE OVERHEAD ELECTRIC
- OTP OPEN TOP PIPE
- PE PLAT BOOK
- PG PAGE
- P.I.N. PARCEL IDENTIFICATION NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.L. PROPERTY LINE
- RAW RIGHT OF WAY
- SF SQUARE FEET

Line Table		
Line #	Length	Direction
L1	39.81'	S89° 02' 00"E
L2	78.88'	S03° 49' 12"E
L3	21.45'	S00° 47' 02"E
L4	25.27'	S89° 14' 07"W
L5	96.60'	S00° 39' 21"W
L6	6.42'	S77° 57' 08"W
L7	57.55'	S00° 44' 47"W
L8	10.50'	S84° 09' 44"W

REF: DB 68/720



VICINITY MAP (N.T.S.)

**ZONING NOTE:**  
MACON-BIBB COUNTY, GEORGIA  
C-2 - GENERAL COMMERCIAL DISTRICT  
**SETBACKS (COLLECTOR STREET):**  
FRONT: 35  
SIDE: 35 FEET  
REAR: 35 FEET

**OWNER'S INFORMATION:**  
BSW AUTO SALES LLC  
PO BOX 5707  
MACON, GA 31208  
PHONE: 478-258-6701

#### SURVEYOR'S CERTIFICATION

This plat is a reassignment of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A., Section 15-6-67.

*Brian Douglas*  
BRIAN DOUGLAS, GA P.L.S. #13373 01/21/2024



#### SURVEY NOTES:

1. PLAT CLOSURE: 1 FOOT IN 239,800 FEET
2. EQUIPMENT USED: GEOMAX ZOOM 80 TOTAL STATION
3. FIELD POSITIONAL TOLERANCE: 0.10' PER REDUNDANT MEASUREMENTS
4. FIELD DATA HAS NOT BEEN ADJUSTED
5. BASIS OF BEARINGS: REFERENCE DB 68/720
6. FLOOD ZONE: X PER FEMA FIRM MAP NO. 13021C0127G & 13021C0131G, REVISED 10/6/2015
7. DATE OF FIELD SURVEY: 4/15/2024
8. DATE OF PLAT: 9/21/2024
9. FIELD SURVEY/DRAWN BY: BRIAN DOUGLAS
10. PROJECT NUMBER: 24-A51
11. UTILITY NOTE: BEFORE DIGGING IN THIS AREA, CALL UTILITY LOCATORS AT 811 TO REQUEST GROUND MARKINGS OF UNDERGROUND UTILITIES.
12. THE PURPOSE OF THIS PLAT IS TO COMBINE PARCELS 10, 15, 16, & 19 OF THE BELLVUE DEVELOPMENT (DB 68/720)

BOUNDARY SURVEY PREPARED FOR:

**BSW AUTO SALES LLC  
NAPIER AVENUE**

PROPERTY LOCATED IN:  
LAND LOT 1 | MACON RESERVE WEST  
CITY OF MACON | BIBB COUNTY | GEORGIA

PREPARED BY BRIAN DOUGLAS  
GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3373  
315 BURKE CIRCLE | MCDONOUGH | GEORGIA 30253  
TELEPHONE: 678-641-7633  
PROJECT #: 24-A51  
SHEET 1 OF 1





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZING THE MAYOR TO CLOSE AND ABANDON CERTAIN PORTIONS OF UNNAMED RIGHT-OF-WAY RUNNING BETWEEN BROOKDALE AVENUE AND ATLANTIC AVENUE, AND LYING ADJACENT TO 3600 BROOKDALE AVENUE, AND TO REMOVE SUCH PATHS FROM THE OFFICIAL ROAD MAP OF MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Macon-Bibb County is in receipt of a petition to purchase certain real property made by BSW Auto Sales, LLC (“BSW”); and

**WHEREAS**, BSW owns certain real property located at 3731 and 3737 Napier Avenue, which it purchased in March of 2022; and

**WHEREAS**, as BSW planned renovations to the property, it has become apparent that the prior owner constructed certain improvements, specifically a fence and canopy shed, in a manner that encroached upon the property located at 3600 Brookdale Avenue, purchase by Macon-Bibb County in June 2021; and

**WHEREAS**, to allow BSW, to continue the improvements and operations upon the property, Macon-Bibb County now wishes to transfer the area inside the encroachment space to BSW; and

**WHEREAS**, during the process of preparing this small parcel for sale, it was determined that certain unopened alley-way space lies within the encroachment area, as shown in Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, to ensure that all legal requirements for the sale of this space are met, the Macon-Bibb County Commission held a public hearing on September 3, 2024, at 5:45 p.m., to hear comments on the abandonment of the alleyway; and



**WHEREAS**, the Macon-Bibb County Commission finds that this alleyway has ceased to be used by the public such that if it has been a public right-of-way, it is no longer used as such and any inclusion of this alleyway on the map of public roads and rights-of-ways is no longer in the best interests of Macon-Bibb County and its residents; and

**WHEREAS**, for these reasons, the Macon-Bibb County Commission desires to abandon the aforesaid alleyway and disclaim any interests it may hold in the space as a public right-of-way; and

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

**NOW, THEREFORE, LET IT BE RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the closure and abandonment of certain portions of right-of-way, more readily shown on the attached Exhibit A and that such portions of right of way shall no longer be part of the road and rights-of-ways system of Macon-Bibb County.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded by the Clerk of Commission to the County Engineer.

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

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing abandonment of 10' alleyway adjacent to Brookdale.docx*



# **EXHIBIT A**



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

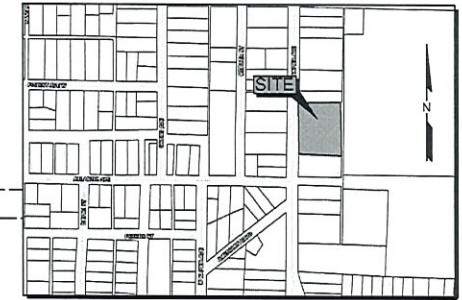
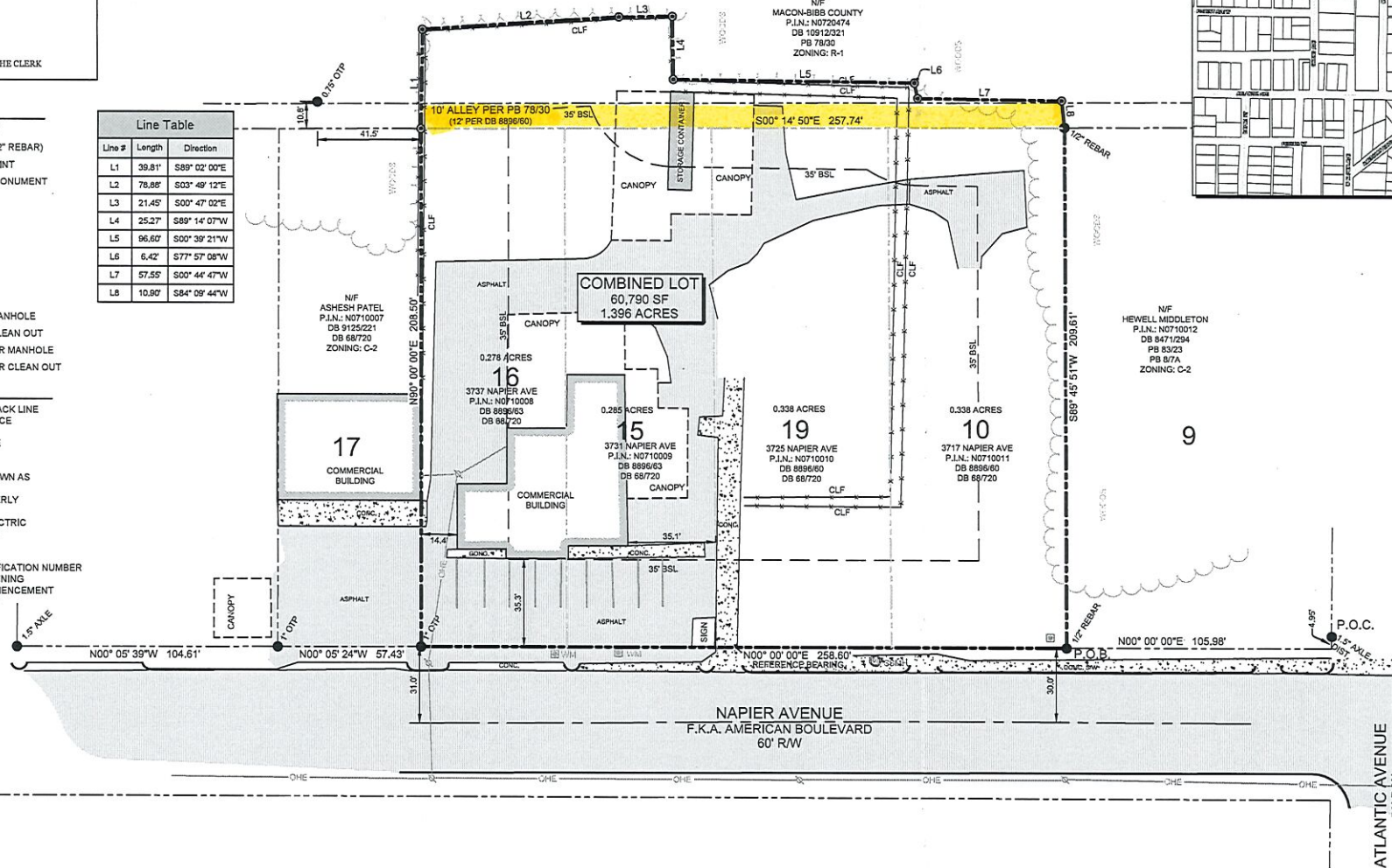
#### LEGEND

- IRON PIN FOUND
- ⊙ IRON PIN SET (1/2" REBAR)
- CALCULATED POINT
- ⊞ RIGHT OF WAY MONUMENT
- ⊞ WATER METER
- ⊞ WATER VALVE
- ⊞ FIRE HYDRANT
- ⊞ UTILITY POLE
- ⊞ LIGHT POLE
- ⊞ ELECTRIC BOX
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- ⊞ STORM DRAIN MANHOLE
- ⊞ STORM DRAIN CLEAN OUT
- ⊞ SANITARY SEWER MANHOLE
- ⊞ SANITARY SEWER CLEAN OUT

#### ABBREVIATIONS

- BSL BUILDING SETBACK LINE
- CLF CHAIN LINK FENCE
- CONC. CONCRETE
- CTP CRIMP TOP PIPE
- DB DEED BOOK
- DIST. DISTURBED
- F.K.A. FORMERLY KNOWN AS
- MON. MONUMENT
- N/F NOW OR FORMERLY
- N.T.S. NOT TO SCALE
- OHE OVERHEAD ELECTRIC
- OTP OPEN TOP PIPE
- PB PLAT BOOK
- PG PAGE
- P.I.N. PARCEL IDENTIFICATION NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PL PROPERTY LINE
- R/W RIGHT OF WAY
- SF SQUARE FEET

Line #	Length	Direction
L1	39.81'	S89° 22' 00"E
L2	78.88'	S03° 49' 12"E
L3	21.45'	S00° 47' 02"E
L4	25.27'	S89° 14' 07"W
L5	96.80'	S00° 39' 21"W
L6	6.42'	S77° 57' 08"W
L7	57.55'	S00° 44' 47"W
L8	10.90'	S84° 09' 44"W



VICINITY MAP (N.T.S.)

**ZONING NOTE:**  
 MACON-BIBB COUNTY, GEORGIA  
 C-2 - GENERAL COMMERCIAL DISTRICT  
 SETBACKS (COLLECTOR STREET):  
 FRONT: 35  
 SIDE: 35 FEET  
 REAR: 35 FEET

**OWNER'S INFORMATION:**  
 BSW AUTO SALES LLC  
 PO BOX 5707  
 MACON, GA 31208  
 PHONE: 478-259-6701

#### SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*Brian Douglas*  
 BRIAN DOUGLAS, GA RLS #3373 8/21/2024



#### SURVEY NOTES:

1. PLAT CLOSURE: 1 FOOT IN 239,800 FEET
2. EQUIPMENT USED: GEOMAX ZOOM 90 TOTAL STATION
3. FIELD POSITIONAL TOLERANCE: 0.10' PER REDUNDANT MEASUREMENTS
4. FIELD DATA HAS NOT BEEN ADJUSTED
5. BASIS OF BEARINGS: REFERENCE DB 68/720
6. FLOOD ZONE: X PER FEMA FIRM MAP NO. 13021C0127G & 13021C0131G, REVISED 10/6/2016
7. DATE OF FIELD SURVEY: 4/15/2024
8. DATE OF PLAT: 8/21/2024
9. FIELD SURVEY/DRAWN BY: BRIAN DOUGLAS
10. PROJECT NUMBER: 24-A51
11. UTILITY NOTE: BEFORE DIGGING IN THIS AREA, CALL UTILITY LOCATORS AT 811 TO REQUEST GROUND MARKINGS OF UNDERGROUND UTILITIES.
12. THE PURPOSE OF THIS PLAT IS TO COMBINE PARCELS 10, 15, 16, & 19 OF THE BELLVUE DEVELOPMENT (DB 68/720)

BOUNDARY SURVEY PREPARED FOR:

**BSW AUTO SALES LLC  
 NAPIER AVENUE**

PROPERTY LOCATED IN:  
 LAND LOT 1 | MACON RESERVE WEST  
 CITY OF MACON | BIBB COUNTY | GEORGIA

PREPARED BY BRIAN DOUGLAS  
 GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3373  
 315 BURKE CIRCLE | MCDONOUGH | GEORGIA 30253  
 TELEPHONE: 678-641-7633  
 PROJECT #: 24-A51  
 SHEET 1 OF 1





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZING THE MAYOR TO ABANDON CERTAIN PORTIONS OF RIGHT-OF-WAY IN OLD CITY BLOCKS 59, 75, 76, REMOVING SUCH PATHS FROM THE OFFICIAL ROAD MAP OF MACON-BIBB COUNTY; AND TO AUTHORIZE THE SALE OF THE PARCELS RESULTING FROM SUCH ABANDONMENT VIA OFFER TO CURRENT OF FUTURE ABUTTING OWNERS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the streets of downtown Macon were originally planned for certain streets to have mid-lane parks, resulting in particularly wide rights-of-ways; and

**WHEREAS**, over time, certain streets that were originally planned for mid-lane parks were developed without those amenities; and

**WHEREAS**, over time, buildings and other structures were built encroaching the right-of-way space; and

**WHEREAS**, these historic encroachments result in clouds on title of the properties upon which they are built and bars to economic development; and

**WHEREAS**, to attempt to resolve the issues posed by the encroaching structures, Macon-Bibb County has developed a plan to straighten or “square-up” the right-of-way line and sell the resulting lots to the current or future abutting property owners; and

**WHEREAS**, this “square-up” will result in properties being more attractive to entities looking to develop or expand businesses in the area; and

**WHEREAS**, Macon-Bibb County has identified Old City Blocks 59, 75, 76, and 60, bounded by First Street, Hemlock Street, Third Street, and Pine Street, as shown in the highlighted portions of Exhibit A, attached hereto and incorporated herein by reference; and



**WHEREAS**, to ensure that all legal requirements for the future sale of these parcels, the Macon-Bibb County Commission held a public hearing on September 3, 2024, at 5:45 p.m., to hear comments on the abandonment of the right-of-way spaces; and

**WHEREAS**, the Macon-Bibb County Commission finds that this alleyway has ceased to be used by the public in a manner such that its removal from the map of public roads and rights-of-ways is no longer in the best interests of Macon-Bibb County and its residents; and

**WHEREAS**, the Macon-Bibb County Commission desires to offer these parcels for sale at their fair market value to current or future abutting owners in a manner consistent with Georgia law; and

**WHEREAS**, for these reasons, the Macon-Bibb County Commission desires to abandon the aforesaid alleyway and disclaim any interests it may hold in the space as a public right-of-way; and

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

**NOW, THEREFORE, LET IT BE RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the closure and abandonment of certain portions of right-of-way, more readily shown on the attached Exhibit A and that such portions of right of way shall no longer be part of the road and rights-of-ways system of Macon-Bibb County.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby authorizes the County Attorney's Office to record in the records a standing offer to the current or future owners of properties abutting the portions of former right-of-way at the fair market value at the time of the purchase.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded by the Clerk of Commission to the County Engineer.

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

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution 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 except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

[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

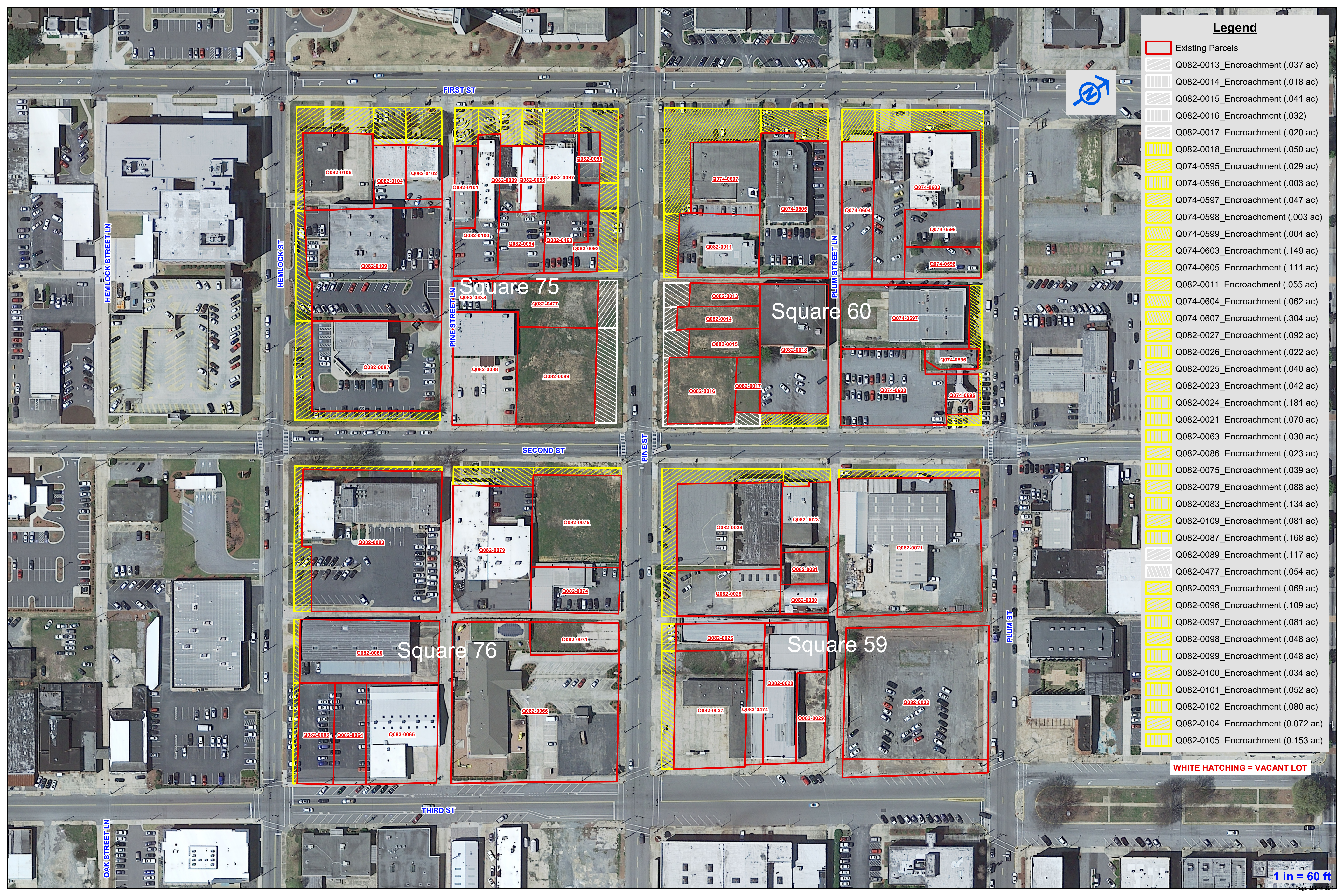
(SEAL) Attest: _____  
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Abandonment for Mid-City Square Up.docx*



# **EXHIBIT A**





### Legend

- Existing Parcels
- Q082-0013_Encroachment (.037 ac)
- Q082-0014_Encroachment (.018 ac)
- Q082-0015_Encroachment (.041 ac)
- Q082-0016_Encroachment (.032)
- Q082-0017_Encroachment (.020 ac)
- Q082-0018_Encroachment (.050 ac)
- Q074-0595_Encroachment (.029 ac)
- Q074-0596_Encroachment (.003 ac)
- Q074-0597_Encroachment (.047 ac)
- Q074-0598_Encroachment (.003 ac)
- Q074-0599_Encroachment (.004 ac)
- Q074-0603_Encroachment (.149 ac)
- Q074-0605_Encroachment (.111 ac)
- Q082-0011_Encroachment (.055 ac)
- Q074-0604_Encroachment (.062 ac)
- Q074-0607_Encroachment (.304 ac)
- Q082-0027_Encroachment (.092 ac)
- Q082-0026_Encroachment (.022 ac)
- Q082-0025_Encroachment (.040 ac)
- Q082-0023_Encroachment (.042 ac)
- Q082-0024_Encroachment (.181 ac)
- Q082-0021_Encroachment (.070 ac)
- Q082-0063_Encroachment (.030 ac)
- Q082-0086_Encroachment (.023 ac)
- Q082-0075_Encroachment (.039 ac)
- Q082-0079_Encroachment (.088 ac)
- Q082-0083_Encroachment (.134 ac)
- Q082-0109_Encroachment (.081 ac)
- Q082-0087_Encroachment (.168 ac)
- Q082-0089_Encroachment (.117 ac)
- Q082-0477_Encroachment (.054 ac)
- Q082-0093_Encroachment (.069 ac)
- Q082-0096_Encroachment (.109 ac)
- Q082-0097_Encroachment (.081 ac)
- Q082-0098_Encroachment (.048 ac)
- Q082-0099_Encroachment (.048 ac)
- Q082-0100_Encroachment (.034 ac)
- Q082-0101_Encroachment (.052 ac)
- Q082-0102_Encroachment (.080 ac)
- Q082-0104_Encroachment (0.072 ac)
- Q082-0105_Encroachment (0.153 ac)

WHITE HATCHING = VACANT LOT





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION REDUCING THE MILLAGE RATE FROM 10.723 MILLS TO 9.900 MILLS, TO BE LEVIED AND ASSESSED FOR THE YEAR 2024 UPON THE TAXABLE PROPERTY LOCATED IN THE MACON-BIBB COUNTY TAX DISTRICT; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, O.C.G.A. § 48-5-32.1 provides that the Macon-Bibb County Commission shall establish an annual millage rate to be levied and assessed on taxable property throughout Macon-Bibb County tax district; and

**WHEREAS**, an advertisement appeared in the August 25, 2024, edition of the Macon Telegraph, in accordance with O.C.G.A. § 48-5-32, advertising that the millage rate would be set on September 3, 2024, at 6:00 P.M., at the regular meeting of the Macon-Bibb County Commission, in the Commission Chambers at Macon City Hall, 700 Poplar Street, Macon, Georgia; and

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

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

**Section 1.**

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, a millage rate of 9.900 mills is hereby levied and assessed for the year 2024 upon the taxable



property located in the Macon-Bibb County Tax District, previously established by Ordinance No. O-14-0044. The Finance Officer has prepared an exhibit reflecting said millage rate which has been attached hereto as Exhibit A, and is incorporated herein by reference.

## **Section 2.**

Except as otherwise provided herein, for purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, Georgia, any special tax districts (including, but not limited to, Tax Allocation Districts (TADs) and Business Improvement Districts (BIDs)), previously created by Macon-Bibb County, Bibb County or the City of Macon and presently in effect for road repair, street lighting, or other governmental purposes shall not be affected by the adoption of this ordinance and shall continue in full force and effect for any subject property.

## **Section 3.**

The methods and requirements for the payment and collection of property taxes heretofore established and utilized for the previous year, including but not limited to the due dates and in what length of time taxes must be paid, are hereby reaffirmed as the methods and requirements for Macon-Bibb County, Georgia.

## **Section 4.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

## **Section 5.**

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

## **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.**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent



jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

**Section 8.**

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

**Section 9.**

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 10.**

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission 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.

By: _____  
LESTER M. MILLER, Mayor

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

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# **EXHIBIT A**



# EXHIBIT "A"

**MACON BIBB COUNTY TAX DISTRICT  
TAX DIGEST VALUATIONS, MILLAGE RATE AND AD VALOREM TAXES  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024  
AND ENDING JUNE 30, 2025**

**Tax Digest Valuations:**

Personal Property	1,020,673,018		
Less Freeport Exemption	(261,489,899)		
Less Personal Property Exemption	<u>(2,370,030)</u>	756,813,089	
Real Property		5,204,170,958	
Motor Vehicles		34,601,270	
Public Utilities		217,577,772	
Mobile Homes		11,016,166	
Timber		343,813	
Heavy Equipment		<u>1,390,452</u>	6,225,913,520

**Deduct:**

Exemptions--Regular & School	152,937,325		
Exemptions--Age & Income	47,124,238		
Exemptions--Veterans	85,393,281		
Exemptions--Agricultural	1,387,339	<u>286,842,183</u>	

<b>Adjusted Net Taxable Digest--Macon Bibb County Tax District-- M &amp; O</b>	<b><u><u>5,939,071,337</u></u></b>
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Gross M & O Millage Rate	24.141
Less Millage Rate Rollback	14.241
Net M & O Millage Rate	9.900

<b>Total Macon Bibb County Taxes Levied</b>	<b><u><u>58,796,806</u></u></b>
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