Board of County Commissioners
Special Called Pre-Commission Meeting

December 16, 2024 | 4:00 PM
City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
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. December 3, 2024 Pre-Commission Minutes
   (Sponsored by:)

3. **Appointments to Authorities, Boards and Committees**
   a. A Resolution Of The Macon-Bibb County Commission To Reappoint Kenvoris Blair To Serve As A Member Of The Macon-Bibb County Transit Authority (Sponsored by: Lester M. Miller, Mayor)
   b. A Resolution Of The Macon-Bibb County Commission Reappointing Pearlie Toliver, Charlotte Woody, Valerie Wynn, And Delitshu Hamm To Serve As Members Of The Retirement Committee For The Macon Pensions And Retirement Systems, Division A Plan (Sponsored by: Lester M. Miller, Mayor)
   c. A Resolution Of The Macon-Bibb County Commission Reappointing Jesse Griffin, Michael Smallwood, Christy Iuliucci, Paul Bronson, Valerie Wynn, And Christopher Patterson To The Pension Trustee Board Of The Macon-Bibb County Pension Plan; (Sponsored by: Lester M. Miller, Mayor)
   d. A Resolution Of The Macon-Bibb County Commission Reappointing Natasha Christian And Dr. Lori Rodgers To The Keep Macon-Bibb Beautiful Board (Sponsored by: Lester M. Miller, Mayor)

e. A Resolution Of The Macon-Bibb County Commission Reappointing Mayor Lester Miller And Walt Miller To The Central Georgia Joint Development Authority (Sponsored by:)

4. Alcohol Licenses

a. Stevis Food Plus LLC located at 12286 Anthony Road, Macon, GA

Business self identifies as a grocery store and vice mart. Inspection revealed business is operating as a vice mart.
Legal recommends denial (Sponsored by: Lester M. Miller, Mayor)

b. Central Pantry located at 635 Womack Street, Macon, GA

Business self-identifies as a food mart. However, upon inspection by Code Enforcement, it was revealed that the business does not meet the definition of a food mart and is operating as a vice mart. After review, legal recommends denial. (Sponsored by: Lester M. Miller, Mayor)

c. VZZ Hookah Inc located at 3555 Mercer University, Macon, GA

Hookah lounge with live entertainment and alcohol consumed on premises.
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

d. Bombay Curry located at 3892 Bloomfield Village Drive, Macon, GA 31206

Restaurant with alcohol consumed on premises
Legal recommends approval
(Sponsored by: Lester M. Miller, Mayor)

e. Riverside Mobil located at 2900 Riverside Drive, Macon, Ga

Gas station with change of ownership
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

f. Rocky's Liquor located at 1090 Eisenhower Parkway, Macon, GA

Liquor store with change of ownership
Legal recommends approval
(Sponsored by: Lester M. Miller, Mayor)

g. Legend located at 2936 Broadway, Macon, GA

Event venue with alcohol consumed on premises
Legal recommends approval
(Sponsored by: Lester M. Miller, Mayor)

h. Vineville Food Mart located at 3224 Vineville Avenue, Macon, GA

Gas station with change of ownership
Legal recommends approval
(Sponsored by: Lester M. Miller, Mayor)

i. Kings Food Mart located at 2765 Houston Avenue, Macon, GA

Gas Station with Change of Ownership
Legal recommends approval.
(Sponsored by: Lester M. Miller, Mayor)

j. MKD Fuel & Food located at 5730 Columbus Road, Macon, GA

Gas station with change of ownership
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

k. HP Liquors located at 6374 Zebulon Road, Macon, GA

Liquor store with change of ownership
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

l. Chevron Food Mart located at 997 Gray Highway, Macon, GA

Gas station with change of ownership
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

m. Just Tap'D located at 488 First Street, Macon, GA

Adding liquor consumed on premises to license
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

n. Ocmulgee Brewpub located at 484 2nd Street, Macon, Ga

Adding liquor consumed on premises to license
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

5. Contracts and Purchase Orders for Approval

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement For An Audit Of Macon-Bibb County Telecommunication Accounts With S2k Consulting, Inc., At An Hourly Rate Of $120.00 Plus 50% Of All First-Year Savings On Any Disconnected, Corrected, Or Improved Rates, To Be Paid From The I.T. Department Budget, Security & Infrastructure, Contract Labor – Contractual Services Line Item Or Such Other Accounts As Savings Generated Through The Services May Be Held (Sponsored by: Lester M. Miller, Mayor)

6. Appropriations and Transfers

a. An Ordinance Of The Macon Bibb County Commission To Amend The Fy2024 General Fund Budget To $252,430,623 In Total Revenues And $252,430,623 In Total Expenditures And Other Year End Adjustments
(Sponsored by: Lester M. Miller, Mayor)

b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation For The Transfer Of $57,767,233.00 From The Fund Balances Of Multiple Funds In The Fy25 Budget To Account For Outstanding Purchase Orders (Sponsored by: Lester M. Miller, Mayor)

7. Grants

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Salvation Army, Inc., Granting A Community Development Block Grant - Coronavirus (CDBG-Cv), In The Amount Of $67,000.00, To Provide Emergency Shelter Services To Prevent Displacement Of Individuals And Families (Sponsored by: Lester M. Miller, Mayor)

b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("Voca") Continuation Award Allocation For Federal Fiscal Year 2025 In A Total Amount Of $86,109.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2025 In A Total Amount Of $78,980.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Bibb County Solicitor General's Office (Sponsored by: Lester M. Miller, Mayor)

d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Monetary Donation From Irving Tissue, In The Amount Of $2,000.00, To The Macon-Bibb County Emergency Management Agency (Sponsored by: Lester M. Miller, Mayor)

e. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A BJA FY24 Edward Byrne Memorial Justice Assistance Grant From The Department Of Justice Office Of Justice Programs, In The Amount Of $155,706.00, With No Local Match Required, To Be Used By The Bibb County Sheriff's Office To Purchase Technology And Equipment (Sponsored by: Lester M. Miller, Mayor)

8. Organizational Chart Changes

a. An Ordinance Of The Macon-Bibb County Commission To Amend The Organizational Chart Of The County Attorney's Office, As Detailed Herein (Sponsored by: Lester M. Miller, Mayor)

9. Special Purpose Local Option Sales Tax

a. A Resolution Of The Macon-Bibb County Commission To Impose, Levy, And Collect A Special Purpose Local Option Sales Tax Within Macon-Bibb County Conditioned Upon Approval By A Majority Of The Qualified Voters Residing Within Macon-Bibb County Voting In An Election Thereon To Be Held On March 18, 2025; To Authorize The Issuance Of General Obligation Debt Of Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

10. Executive Session

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

MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
December 3, 2024 – 5:00 PM
City Hall
(Commission Chamber)

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on December 3, 2024 at 5:00 PM in the Commission Chamber at the Government Center.

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

GUESTS
Sheriff David Davis

STAFF PRESENT
Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Michael McNeill, Chief Asst Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications
Edna Adams

1. Call to Order
Mayor Lester M. Miller

2. Approval of Minutes

a. November 19, 2024 Pre-Commission Minutes (Sponsored by:)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the minutes of November 19, 2024 were approved.

3. Contracts and Purchase Orders for Approval

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A 12 Month Extension Of The Master Lease Agreement For Copiers And Printers In The Various Departments With Ricoh Usa, Inc., In The Amount Of $107,616.24, With Individual Leases To Be Paid From Individual Department Budgeted Line Item Funds
(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County

Commission Authorizing The Mayor To Execute A 12 Month Extension Of The Master Lease Agreement For Copiers And Printers In The Various Departments With Ricoh Usa, Inc., In The Amount Of $107,616.24, With Individual Leases To Be Paid From Individual Department Budgeted Line Item Funds was approved.

4. Grants

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2024, In The Amount Of $93,350.00, With No Local Match, To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2024, In The Amount Of $93,350.00, With No Local Match, To The Macon Judicial Circuit District Attorney's Office was approved.

b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2025 H.E.A.T. Grant From The Governor's Office Of Highway Safety, In The Amount Of $29,528.04, With No Local Match, To Be Used By The Bibb County Sheriff's Office To Provide For Partial Funding Of Salaries And Operating Expenditures For The H.E.A.T Unit (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2025 H.E.A.T. Grant From The Governor's Office Of Highway Safety, In The Amount Of $29,528.04, With No Local Match, To Be Used By The Bibb County Sheriff's Office To Provide For Partial Funding Of Salaries And Operating Expenditures For The H.E.A.T Unit was approved.

c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Georgia Department Of Agriculture Dog And Cat Sterilization Program Grant In The Amount Of $6,000.00, With No Local Match, To Be Used By The Bibb County Sheriff's Office Animal Services Division For The Purpose Of Spaying And Neutering Cats And Dogs At The Shelter (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Georgia Department Of Agriculture Dog And Cat Sterilization Program Grant In The Amount Of

$6,000.00, With No Local Match, To Be Used By The Bibb County Sheriff's Office Animal Services Division For The Purpose Of Spaying And Neutering Cats And Dogs At The Shelter was approved.

d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2024, In The Amount Of $41,514.00, With No Local Match, To The Bibb County Solicitor General's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2024, In The Amount Of $41,514.00, With No Local Match, To The Bibb County Solicitor General's Office was approved.

e. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Judicial Council Of Georgia American Rescue Plan Act Grant For Calendar Year 2024-2025, In The Amount Of $51,477.00, With No Local Match, Awarded To The Macon Judicial Circuit (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Jones and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Judicial Council Of Georgia American Rescue Plan Act Grant For Calendar Year 2024-2025, In The Amount Of $51,477.00, With No Local Match, Awarded To The Macon Judicial Circuit was approved.

f. An Ordinance Of The Macon-Bibb County Commission To Authorize The Acceptance Of An Federal Highway Administration FY 2023 Neighborhood Access And Equity Grant ("NAE Grant"), In The Amount Of $500,000.00, With A $100,000.00 Local Match, To Develop A Streetscapes And Commercial Development Plan For The Pleasant Hill Neighborhood; The Acceptance Of A Grant From The Knight Foundation, In The Amount Of $50,000.00, To Provide For A Portion Of The Local Match Required For The NAE Grant; A Supplemental Appropriation From General Fund – Fund Balance In The Amount Of $50,000.00 To Provide For The Remainder Of The Local Match For The NAE Grant; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Acceptance Of An Federal Highway Administration FY 2023 Neighborhood Access And Equity Grant ("NAE Grant"), In The Amount Of $500,000.00, With A $100,000.00 Local Match, To Develop A Streetscapes And Commercial Development Plan For The

Pleasant Hill Neighborhood; The Acceptance Of A Grant From The Knight Foundation, In The Amount Of $50,000.00, To Provide For A Portion Of The Local Match Required For The NAE Grant; A Supplemental Appropriation From General Fund – Fund Balance In The Amount Of $50,000.00 To Provide For The Remainder Of The Local Match For The NAE Grant was approved.

5. Appropriations and Transfers

a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Engineering Departmental Budget, From The Professional Services Line To The Contractual Labor Services Line, In The Amount Of $250,000.00 (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Jones, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Engineering Departmental Budget, From The Professional Services Line To The Contractual Labor Services Line, In The Amount Of $250,000.00 was approved.

6. 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 inO.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);

Mayor Miller stated there was no need for an Executive Session.

Respectfully Submitted:

_____
Janice S. Ross
Clerk of the Commission

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REAPPOINT KENVORIS BLAIR TO SERVE AS A MEMBER OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Transit Authority was established pursuant to 1980 Ga. Laws, p. 4313, § 1.1; and

WHEREAS, the composition and terms of membership for the Macon-Bibb County Transit Authority was amended pursuant to 1995 GA. Laws, Act 47, § 1; and

WHEREAS, the governing and administrative body of the authority consists of Board members appointed by the Mayor of Macon-Bibb County and said appointments are subject to approval by the Macon-Bibb County Commission; and

WHEREAS, members of the Board must be residents of Macon-Bibb County for the entire term of their appointment and shall be at least twenty-five (25) years of age; and

WHEREAS, each Board member serves for a term of five (5) years and is eligible for reappointment; and

WHEREAS, pursuant to R-23-0138, Kenvoris Blair was appointed to the Macon-Bibb Transit Authority Board to fulfill the unexpired term of Otis Redding III, which is set to expire on January 5, 2025; and

WHEREAS, Kenvoris Blair has expressed his interest and willingness to continue serving on the Board and meets all requirements necessary for reappointment; and

WHEREAS, Kenvoris Blair has been recommended for reappointment by Mayor Lester Miller to serve on the Transit Authority Board; 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 Kenvoris Blair is hereby reappointed to serve as a member of the Macon-Bibb Transit Authority with said term to begin on January 6, 2025, and expire January 5, 2030.

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

Q:\RES MACON-BIBB\2024 Miller Appointing Kenvoris Blair To The Macon-Bibb County Transit Authority - 12-6-24.Docx

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING PEARLIE TOLIVER, CHARLOTTE WOODY, VALERIE WYNN, AND DELITSHU HAMM TO SERVE AS MEMBERS OF THE RETIREMENT COMMITTEE FOR THE MACON PENSIONS AND RETIREMENT SYSTEMS, DIVISION A PLAN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 8.1 of Article VIII of the Macon-Bibb County Pensions and Retirement System, Division A Plan ("Plan") authorizes the Mayor to appoint a retirement committee ("Committee") to administer said Plan, with said appointments being subject to approval by the Macon-Bibb County Commission; and

WHEREAS, according to the Plan, the Committee is comprised of seven (7) members, of which three must be active Macon-Bibb County employees who are participants in the Plan, two must be Macon-Bibb County Commissioners, one must be a retired participant in the Plan, and one must be a citizen of Macon-Bibb County who is knowledgeable in investment finance; and

WHEREAS, according to the Plan, Committee members serve for terms of four (4) years, or until a successor is appointed and qualified; and

WHEREAS, Pearlie Toliver, Charlotte Woody, Valerie Wynn, and Delitshu Hamm are current members of the Committee, are eligible for reappointment to the Committee, and have been recommended for reappointment by Mayor Lester Miller; and

WHEREAS, Pearlie Toliver, Charlotte Woody, Valerie Wynn, and Delitshu Hamm have expressed their interest and willingness to continue serving on the Board and meet all requirements necessary for reappointment; 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 Pearlie Toliver, Charlotte Woody, Valerie Wynn, and Delitshu Hamm are hereby reappointed serve as a members of the retirement committee for the Macon-Bibb County Pensions and Retirement System, Division A Plan, for terms of four (4) years, with said term to begin on the effective date of this Resolution.

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

Q:\RES MACON-BIBB\2024 Miller Reappointing Toliver, Woody, Wynn, And Hamm To Division A Pension Board - 12-6-24.Docx

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING JESSE GRIFFIN, MICHAEL SMALLWOOD, CHRISTY IULIUCCI, PAUL BRONSON, VALERIE WYNN, AND CHRISTOPHER PATTERSON TO THE PENSION TRUSTEE BOARD OF THE MACON-BIBB COUNTY PENSION PLAN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Pension Plan is set forth in its entirety as Appendix I to the Charter of Macon-Bibb County, (hereinafter the "Plan");

WHEREAS, Section 13.03 of the Plan states that all members of the Pension Trustee Board shall be appointed by the Mayor, subject to approval of the majority of the Macon-Bibb County Commission; and

WHEREAS, Section 13.03 dictates that the Board consists of seven (7) members, comprised as follows: two members of the Macon-Bibb County Commission, two vested retirees, two active vested employees, and one Macon-Bibb County resident at large; and

WHEREAS, Section 13.03 provides that following the initial term of each Board member ending on December 31, 2016, each successor thereafter will serve a two-year term which shall begin January of the respective year; and

WHEREAS, Jesse Grifin, Michael Smallwood, Christy Iuliucci, Paul Bronson, Valerie Wynn, and Christopher Patterson have been recommended for reappointment by Mayor Lester Miller to serve on the Macon-Bibb County Pension Trustee Board; and

WHEREAS, Jesse Griffin, Michael Smallwood, Christy Iuliucci, Paul Bronson, Valerie Wynn, and Christopher Patterson have expressed their interest and willingness to continue serving on the Board and meet all requirements necessary for reappointment; 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 Jesse Griffin, Michael Smallwood, Christy Iuliucci, Paul Bronson, Valerie Wynn, and Christopher Patterson are hereby reappointed to serve as members of the Macon-Bibb County Pension Trustee Board for a term of two (2) years, with said term to begin on January 1, 2025 and to expire December 31, 2026.

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

Q:\RES MACON-BIBB\2024 Miller Reappointing Griffin, Smallwood, Iuliucci, Bronson, Wynn, Patterson To MBC Pension Trustee Board 12-6-24.Docx

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING NATASHA CHRISTIAN AND DR. LORI RODGERS TO THE KEEP MACON-BIBB BEAUTIFUL BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Keep Macon-Bibb Beautiful Board is established pursuant to Section 2-736 of the Macon-Bibb County Code of Ordinances, and has the mission of promoting the public interest in the general improvement of the environment of Macon-Bibb County through litter prevention, recycling, beautification, and education efforts; and

WHEREAS, pursuant to Sections 2-739 and 2-740 of the Macon-Bibb County Code of Ordinances, the Keep Macon-Bibb Beautiful Board consists of no more than twenty-eight (28) members appointed by the governing authority of Macon-Bibb County, who shall be residents of Macon-Bibb County, and who shall serve a term of three (3) years; and

WHEREAS, Natasha Christian and Dr. Lori Rodgers have completed their current terms of office; and

WHEREAS, the Macon-Bibb County Commission desires to reappoint Natasha Christian and Dr. Lori Rodgers each to serve another three (3) year term; and

WHEREAS, Natasha Christian and Dr. Lori Rodgers have expressed their interest and willingness to continue serving and meet the requirements necessary for reappointment; 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 Natasha Christian and Dr. Lori

Rodgers are hereby reappointed to serve as members of the Keep Macon-Bibb Beautiful Board for a term of three (3) years, with said term to begin on the effective date of this Resolution.

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.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2024.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Reappointing Christian and Rdogers to KMBB 12-6-24.docx

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING MAYOR LESTER MILLER AND WALT MILLER TO THE CENTRAL GEORGIA JOINT DEVELOPMENT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Central Georgia Joint Development Authority (hereinafter referred to as the "CGJDA" or "Authority"), was created by general statute under the Development Authorities Law, O.C.G.A. 36-62-1 et seq. (the "Act"), and is responsible for promoting the general welfare and economic prosperity of the Middle Georgia Region; and

WHEREAS, the CGJDA has been activated and thereafter amended through several later concurrent resolutions of participating local governments to add constituent counties as participating jurisdictions, and as of the date of this Resolution, consists of the Counties of Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, Pulaski, Putnam, Twiggs and Wilkinson; and

WHEREAS, in accordance with the provisions of the Act and the Bylaws of the CGJDA, participating local governments promote the general welfare and economic prosperity of the Middle Georgia Region particularly in the Counties of Baldwin, Crawford, Houston, Jones, Macon-Bibb, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson; and

WHEREAS, the board of directors of the CGJDA consists of forty-four members, with four members as appointed by the Board of Commissioners of each member county, with the requirement that all members must be residents of the County from which they are appointed; and

WHEREAS, Mayor Lester Miller and Walt Miller have been recommended for reappointment to the CGJDA, reside in Macon-Bibb County, and have expressed interest in continuing to serve as members of the CGJDA; 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 Mayor Lester Miller and Walt Miller are hereby reappointed to serve as members of the Central Georgia Joint Development Authority for a term of four (4) years, with said term to begin March 18, 2025 and to expire on March 18, 2029.

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.

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

APPROVED AND ADOPTED this _____ day of _____, 2024.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Reappointing Miller and Miller to CGJDA 12-12-24.docx

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

ADDED TO THE DECEMBER 16,2024 PRE-COMMISSION AGENDA

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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	**$2,900**	*Malt Packaged to Go	**$800**	Wine Packaged to Go	**$700**
*Distilled Spirits C.O.P.	**$2,900**	*Malt C.O.P	**$800**	Wine *C.O.P.	**$700**
*Distilled Spirits Wholesaler	**$3,600**	*Malt Wholesaler	**$1,000**	Wine Wholesaler	**$800**
*Distilled Spirits Manufacturers	**$4,300**	*Malt Manufacturer	**$2,500**	Wine Manufacturer	**$1,700**
Brewpub	**$2,500**	Out-of-Town Wholesaler	**$100**	Brown Bag	**$300**
Malt Beverage Taproom	**$2,500**	Cocktail Room	**$2,500**	Alcohol Beverage Caterer	**$600**
				Temporary Alcohol License	**$100**
Please check here if you are applying for a Business Continuation License.					
Business Continuation License **25% of applicable licensing fees**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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

BUSINESS

Federal Tax ID #: 92-1924496 State Tax ID #: _____

Business Name: STEVIS FOOD PLUS LLC Corporate and Trade Name: STEVIS FOOD PLUS LLC

Local Business Address: 1286 ANTHONY Rd, Macon, GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1286 ANTHONY Rd, Macon, GA 31204
(P.O. Box Not Allowed) City State Zip

Local Business Phone #: (478) 461-5847 Email Address: UZKAHN@gmail.com

Contact Person: MOHAMMAD UZAIR KHAN Contact Phone #: (478) 461-5847

AGENT

Agent's Name: MOHAMMAD UZAIR KHAN Agent's Title: OWNER

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

Home Address: 242 Stone Edge Road City: Macon State: GA Zip: 31210

Home Phone #: 478-461-5847 Email: UZKAHN@gmail.com

Mailing Address: 242 stone Edge Rd City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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):	MOHAMMAD UZAIR KHAN		
Home Address:	242 Stone edge Road MACON GA, 31210		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Male	Asian	[redacted]	

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

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

Signature _____ Date 07-01-24

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Rev. 9/2020

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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: Stevi's Food Plus LLC

Printed Name of Applicant: MOHAMMAD UZAIR KHAN

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1 DAY OF July, 2024

[signature]
NOTARY PUBLIC

12/14/2025
MY COMMISSION EXPIRES

TABITHA HALL NOTARY PUBLIC STATE OF GEORGIA 1776 BIBB COUNTY

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

MEASUREMENT FORM

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

APPLICANT: MOHAMMAD UZAIR KHAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1286 ANTHONY RD.

BUSINESS NAME: STEVI'S FOOD PLUS

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

_X_ Comply ___ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ Comply _____ Not Applicable __X__ Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

_____ Comply ____Complies , but does not comply with other restrictions

__X__ Not Applicable

By: John W. Hayes
John W. Hayes, Macon-Bibb County Engineer

Date: 7/9/24

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

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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

Stevi's Food Plus

#1286 Anthony Road

800' ——— SCHOOL GROUND property line

Ballard-Hudson Middle School

950' ——— SCHOOL BUILDING

Ballard-Hudson Middle School

3,050' ——— COLLEGE CAMPUS property line

Mercer University - main campus

15,000' ——— ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Hwy.

9,800' ——— PUBLIC LIBRARY or BRANCH building

Washington Memorial Library

3,300' ——— MACON-BIBB COUNTY HOUSING AUTHORITY property

Felton Homes

850' ——— CHURCH (building)

New Jerusalem Baptist Church

825' ——— CHURCH GROUNDS

New Jerusalem Baptist Church

2,200' ——— M-B COUNTY RECREATION CENTER property

Frank Johnson Recreation Center

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

Applicant self-identifies as a "Grocery Store"

OK!

Paul J. Horowski

May 20, 2024

PJH 7.8.

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142204	554237	Print Legal Ad-IPL01740720 - IPL0174072	STEVIS FOOD PLUS LLC	$46.36	1	28 L

Attention: Uzair Khan

Uzair Khan
242 Stone Edge Road
Macon, GA 31210

uzkahn@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 26, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as STEVIS FOOD PLUS LLC, 1286 ANTHONY RD MACON GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 19, 2024. UZAIR KHAN, Applicant
IPL0174072
May 19,26 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:
05/19/24, 05/26/24

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 28th day of May in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-282	**PERMIT TYPE:** Permitted Use	**DATE OF ISSUE:** 02/09/2023
ISSUED TO NAME:	Mohammad Uzair Khan Stevis Food Plus, Inc.	
OWNER'S NAME:	NAZ FOOD MART INC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional Change of Ownership of Existing Convenience Store	
ADDRESS OF PROPOSED USE:	1286 ANTHONY RD	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O084-0614	**ZONING DISTRICT:** C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing convenience store with alcohol sales in an existing commercial building (Original permit #90-1669). No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.□

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 02/09/2024 **THIS PERMIT IS NULL & VOID**

APPROVED BY: Margaret Peth

NOTICE

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

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

Control Number : 23017637

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

STEVIS FOOD PLUS LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **01/23/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **01/25/2023**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 1/23/2023 12:03:05 PM

BUSINESS INFORMATION

CONTROL NUMBER	23017637
BUSINESS NAME	STEVIS FOOD PLUS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/23/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	1286 ANTHONY RD, MACON, GA, 31206, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
MOHAMMAD U KHAN	242 STONE EDGE RD, MACON, GA, 31210, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
MOHAMMAD U KHAN	ORGANIZER	242 STONE EDGE RD, MACON, GA, 31210, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	MOHAMMAD KHAN
AUTHORIZER TITLE	Organizer

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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: STEVIS FOOD PLUS Name of Corporation: STEVIS FOOD PLUS LLC

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

Individual:
Name and Title: MOHAMMAD UZAIR KHAN / OWNER Telephone Number: (478) 461-5847

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

Residential Street Address: 242 Stone Edge Rd, Macon, GA 31210

Mailing Address: 242 Stone Edge Road, Macon, GA 31210

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: 01
  - 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: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MOHAMMAD UZAIR Last Name: KHAN

Home Address: 242 STONE Edge Rd City: MACON State: GA Zip: 31210

Home Phone #: 478-461-5847 Email: UZKAHN@GMAIL.COM

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

Mailing Address: 242 STONE edge Rd City: MACON State: GA Zip: 31210

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

CERTIFICATION

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

Applicant's Signature

07-01-2024
Date

I hereby certify that Mohammadkhan 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 01 day of July, 2024

NOTARY PUBLIC

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025
MY COMMISSION EXPIRES

Rev. 7/2021

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Training Institute for Responsible Vendors, Inc.

certifies that

mohammad uzair khan

has successfully completed the course of

Responsible Alcohol Sales and Service.

In witness thereof this 3rd day of July, 2024.

(Expires 07/03/2026)

#2024-8923-001

t.i.r.v.™

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Mohammad Khan



AH001366

ALCOHOL HANDLER

EXP: 12/31/2024

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of January 25th, 2023, by and between NAZ Foodmart, Inc. ("Landlord") and Uzair Khan Stevis Food Plus LLC ("Tenant")

ARTICLE I
DEFINITIONS

The following terms are defined for purposes of this Lease:

Base Rent: Shall mean and refer to the base rental amounts payable in equal monthly installments. Landlord has agreed to give the Tenant Three (3) months free rent. Starting on May 1st, 2023 the rent shall be One Thousand Five Hundred 0/100 **($1,500.00)** until August 30th, 2023. On September 1st, 2023 the rent shall increase to Three Thousand Five Hundred 0/100 **($3,500.00)** for the next three years. Thereafter the rent shall increase to Four Thousand Five Hundred 0/100 for one (1) year. Starting the fifth (5th) year of the lease term, January 1st 2028, the rent will increase by ten percent (10%) and will continue to increase by ten percent (10%) every five (5) years for the remaining of the lease term.

Commencement Date: The Commencement Date shall be the same date as the Effective Date hereof.

Event of Default: Tenant's failure to perform under or to comply with any term or requirement of this Lease, as such Event of Default is more particularly defined in Article XV below.

Landlord: NAZ Foodmart Inc., a Georgia corporation.

Lease Term: Total lease term is twenty (20) years with two (2) additional five (5) year options to renew. Lease Term shall begin on the Commencement Date and end on the Termination Date.

Premises: That certain commercial unit commonly known as 1286 Anthony Road Macon GA, 31204 and including all adjacent land, and parking areas.

Special Stipulations: Additional terms and conditions which supplement, amend or replace the express terms of this Lease, as such terms and conditions may be set forth on the attached *Exhibit "A"*.

Tenant: Uzair Khan

Termination Date: 12 midnight on that date which is the last day of the 240th full calendar month following the Rent Commencement Date, unless extended by consent.

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ARTICLE II
TERM

Lease of Premises: Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions of this Lease, leases to Tenant, and Tenant leases from Landlord, the Premises.

Term: The Lease Term commences on the Commencement Date and shall end on the Termination Date. This Lease shall automatically renew for an additional period of five (5) years, unless Tenant gives written notice of termination no later than ninety (90) days prior to the end of the Lease Term. The material terms of this Lease during any such renewal term shall be the same as those contained herein. This lease will keep renewing for additional five (5) year terms unless tenant give written notice of termination no later than ninety (90) days prior to the end of the lease term. The tenant has option for two (2) such renewal terms.

ARTICLE III
RENT

Rental Payments: Beginning on the Rent Commencement Date and continuing throughout the Lease Term, Tenant agrees to pay Landlord, the Rent so as to be received by Landlord, on or prior to the seventh (**7th**) day of each calendar month. If rental payment is not received by the seventh of each month the tenant shall be charged a ten percent **(10%)** late fee.

ARTICLE IV
LANDLORD OBLIGATIONS

Landlord expressly transfers any and all obligations otherwise held by Landlord towards the Premises to Tenant and Tenant hereby assumes any and all obligations. Said obligations include, but are not limited to, maintenance, repair, upkeep, payment of utilities, taxes, common area maintenance, and licensing. Both Landlord and Tenant acknowledge and agree that it is the intention of the Parties that Landlord have no express or implied obligations or duties towards the Premises or the Tenant under this Lease.

ARTICLE V
TENANT OBLIGATIONS

Repairs: Tenant shall, at its sole cost and expense, keep both the interior and exterior portions of the Premises in a safe, attractive, neat, and serviceable condition, free from any infestation by insects, rodents, or other pests. Tenant shall undertake all required maintenance, repairs, and replacements required to keep **both** the interior and exterior portions of the Premises and surrounding property, including, but not limited to the parking lot, roof, exterior walls, interior

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walls, ceiling, etc.… in good condition and repair and for the proper operation of Tenant's business within the Premises.

Insurance: At Tenant's sole cost and expense, Tenant shall obtain and maintain in force during the Lease Term, the following insurance policies, all of which shall name Landlord and/or Landlord's designated parties as additional insureds and all of which shall be issued by insurance companies reasonably acceptable to Landlord and in form and in coverage amounts reasonably acceptable to Landlord:

(a) Commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) for each occurrence and in the general aggregate, and one million dollars ($1,000,000) for personal injury, with a deductible not to exceed $5000.00 per occurrence.

(b) Business interruption insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all such perils insured against, and in such amounts, which will cover Tenant's obligation to pay all rental amounts becoming due under the terms of this Lease during said interruption.

Taxes: Tenant shall pay, prior to delinquency, all taxes assess against or levied upon the fixtures, furnishings, equipment, or upon all other personal property located in the Premises. Anything herein contained to the contrary notwithstanding, the Landlord shall have the right, at its option, to pay any such taxes before the issuance of a tax sale certificate thereon, in which event the sum so paid by the Landlord shall be reimbursed to it by the Tenant within ten (10) days after demand as "Additional Rent". Furthermore, during the term of this Lease, and within ten (10) days of presentment by Landlord to Tenant of the current real property tax bill for each year of this Lease and any extensions thereof, Tenant shall pay to the Landlord all taxes assessed of levied against the Demised Premises by any governmental, city, county, and state taxing authority, State of Georgia, as general real property taxes. Anything to the contrary notwithstanding, the term general real property taxes shall include, but are not limited to, charges for waste fees, water and sewer charges, special lighting and/or drainage districts, county property taxes, municipal property taxes, county school taxes, and any other charge customarily found on the combined real property tax bill issued by any governmental, city, county and state taxing authority, State of Georgia.

Utilities: Tenant shall pay all charges for gas, water, electricity and other illumination, and should charges as herein provided for at any time remain due and unpaid for a period exceeding thirty (30) days after the same shall have become due, the Landlord may at its option consider the Tenant to be a Tenant at Sufferance and immediately re-enter upon said Premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

ARTICLE VI
DESTRUCTION OR DAMAGE

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Damage or Destruction: If the Premises are damaged by fire or other casualty, then the same shall be repaired or rebuilt by Tenant as speedily as practical under the circumstances under the supervision of Landlord

Dispossession of Tenant: Tenant shall, with all due diligence, repair and rebuild the damage done to the Premises to the condition, which existed prior to the casualty. In the event that Tenant may occupy or re-occupy a portion of the Premises during the described repair and re-construction period, and in the event that any loss of rents or business interruption insurance benefits are accordingly reduced thereby, Tenant shall be liable for the difference between the insurance proceeds and the Base Rent. At all times, Tenant shall be responsible and liable for all rental payments due under this Lease.

No Consequential Damages: In no event shall Landlord be liable to Tenant for any consequential damages (i.e., damages, losses or injuries which are a result of an act but are not direct and immediate) arising under or in connection with this Lease or the use and occupancy of the Premises. In no event shall Landlord be liable to Tenant, its officers, employees, customers, guest, invitees, agents, and contractors for any property damage resulting from fire or other casualty to the Premises.

ARTICLE VII
INDEMNITY AND RELEASE

Tenant shall indemnify, defend and hold harmless Landlord from any and against any and all liability, claims, suits, actions, losses, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) for any damage or injury to any person (including death resulting therefrom) or property occurring in, on, or about the Premises except to the extent caused by the gross negligence or willful misconduct of Landlord and its employees, agents, invitees and assigns, and Tenant hereby releases Landlord from any and all liability for the same. Tenant agrees that Landlord shall not be liable for, and Tenant hereby releases Landlord from, any liability for any injury to Tenant's business or any loss of income, or for damage or injury to Tenant's property, employees, invitees, customers, or any other person in and about the Premises, regardless of the cause of such injury or damage. The provisions of this Section shall survive termination of this Lease.

ARTICLE VIII
DEFAULTS AND REMEDIES

Event of Default: Any of the following events shall be deemed to be an Event of Default by Tenant under this Lease: (a) Tenant shall fail to pay any installment of Rent or any other charge or assessment against Tenant pursuant to the terms of this Lease in a timely manner and within any grace period provided by this Lease; (b) Tenant shall fail to comply with any term, provision, covenant or warranty made under this Lease by Tenant, including but not limited to Tenant's failure to use the Premises only for Tenant's Approved Use, after written notice from Landlord; (c) Tenant

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files any petition for debt relief under any section or chapter of the national or Federal Bankruptcy Code or any other applicable federal or state bankruptcy laws.

Remedies for Event of Default: Upon the occurrence of any Event of Default by Tenant, Landlord shall have the option to pursue any remedy which may be available to Landlord by law or in equity, or under the terms of this Lease, including but not limited to termination of the Lease and eviction of Tenant pursuant to state law. Signor for the Tenant hereby personally guarantees performance on behalf of the Tenant and Sub-Tenant pursuant to the terms of this lease, including but not limited to, payment of rental amounts due under this Lease and property tax payments.

ARTICLE IX
ASSIGNMENT AND SUBLETTING

Landlord and Tenant agree that the Premises or the Lease may not be transferred, mortgaged, encumbered, hypothecated or sublet in whole or in part, or assigned, without the prior written consent of Landlord. In the event such consent is obtained then the Tenant shall remain liable and responsible for the remainder of the Lease Term and any extension thereto, unless the Landlord specifically agrees, in writing, otherwise. The provisions of the within Lease would be applicable. The lease shall not be assigned to any party conducting a business of the type and nature other than the existing business and Tenant agrees that the use of the Premises shall not change without prior written consent of Landlord, which consent may not be arbitrarily withheld. In the event of any assignment or sublet being authorized and executed hereunder, Tenant shall be responsible for, and bear all costs for, making its own written copy of the sublease and delivering a copy of said sublease to the Landlord.

ARTICLE X
MISCELLANEOUS

Damage or Theft of Personal Property: All personal property brought into the Premises by Tenant, or Tenant's officers, employees, agents, customers, guests, licensees, invitees, or contractors shall be at the risk of Tenant and those respective parties only. Landlord shall not be liable for theft thereof or any damage or loss of any kind whatsoever to said personal property. Landlord shall not at any time be liable for damage to any personal property in or upon the Premises, which results from fire, gas, smoke, water, rain, ice, snow, wind, or leaks from any part of the Premises or from the pipes or plumbing work, or from any other place whatsoever.

Notices: All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been fully given, whether actually received or rejected if (i) sent postage prepaid, in the United States Mail, certified, return receipt requested, (ii) sent by Federal Express or by a similar overnight delivery service which obtains a signature from the recipient, or (iii) hand delivered, to Landlord at 3223 Arbor Ridge, Atlanta, GA 30340 (or at such other address as Landlord may provide to Tenant by written notice) and to Tenant at the Premises.

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Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord or Tenant to exercise any power given Landlord or Tenant, as the case may be hereunder, or to insist upon strict compliance by the other party with any obligation of such other party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's or Tenant's right to demand exact compliance with the terms hereof. This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant. Landlord and Tenant understand, agree, and acknowledge that this Lease has been freely negotiated by both parties and their respective attorneys (if applicable) and, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

Amendments or Modification: No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by Tenant and Landlord.

Severability: If any clause or provision of the Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

Waiver of Breach: No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof. If any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

Time: Time is of the essence of this Lease and whenever a certain day is stated for payment or performance of any obligation of Tenant or Landlord, the same enters into and becomes a part of the consideration.

Cumulative Rights: All rights, powers and privileges conferred hereunder upon the parties shall be cumulative to, but not restrictive of or in lieu of, those conferred by law.

Successors/Guarantees: This Lease shall inure to the benefit of and shall bind the heirs, successors, personal representatives, and permitted assigns of all parties to this Lease. Tenant and representatives of the tenant agree to be the Guarantor of this lease and will not terminate early under any circumstance unless written consent from the Landlord is obtained. If tenant terminates the lease early or abandons the premises without written consent from the Landlord the Landlord may take legal actions against the tenant. This will include but is not limited to legal fees and a minimum of ten percent of the remaining lease rental sum.

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Force Majeure: Neither Landlord nor Tenant (except for the payment of rent and other sums required to be paid by Tenant under the terms of this Lease) shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Landlord or Tenant and which Landlord or Tenant is unable, wholly or in part, to prevent or overcome upon the exercise of due diligence.

Headings: The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease.

Governing Law: The laws of the State of Georgia shall govern the validity, performance and enforcement of this Lease. With respect to any disputes arising between the parties, the parties consent to personal jurisdiction of the courts of appropriate jurisdiction and venue in the Georgia County where the premises is located.

Representations and Warranties of Tenant: Tenant hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of execution of the Lease, and shall survive the expiration or earlier termination of this Lease: If Tenant is an entity, Tenant is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the state in which the Premises is located, and the persons executing this Lease on behalf of Tenant have the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any other person or entity. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms. Tenant has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

Special Stipulations & Exhibits: The following Exhibits are attached hereto and by this reference are made a part hereof: *Exhibit "A"*. Any additional Special Stipulations, which concern and affect this Lease (i) shall be in writing and (ii) shall be attached to this Lease, initialed by each party, and by this reference made a part hereof.

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[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

NAZ Food Mart Inc., a Georgia Corporation

By: Mohammad Zahid Ghazipura (SEAL)

Print Name: _____

Print Title: President

TENANT:

Stevis Food Plus LLC

By: _____ (SEAL)

Print Name: MOHAMMAD UZAIR KHAN

Print Title: _____

Name of Tenant--- Uzair Khan

Danial Ghazipura

Witness

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EXHIBIT "A"
SPECIAL STIPULATIONS

~~Goodwill: During the signing of the Lease agreement the Tenant agrees to pay a lump sum of Twenty-Five Thousand Dollars **($25,000.00)** as goodwill. Then on August 1st, 2023 the tenant has agreed to pay Landlord an Goodwill of Sixty Thousand **($60,000.00)** to Seventy-Five Thousand 0/100 Dollars **($75,000.00)**.~~

Triple Net Lease: The parties' intent for this lease to be "Triple Net".

Third Party Contracts: Tenant shall send proof and all contractual agreements before signing with third party vendors, such as but not limited to, Game machine companies, GA lottery, etc.... Tenant must also make sure no contract between third party companies will last more than Three (3) consecutive years at a time, and all proof and contracts shall be approved by Landlord before signing.

Goodwill: During the signing of the Lease agreement, the Tenant agrees to pay a some of Five Thousand Dollars ($5,000.00) as goodwill. Thereafter, once the tenant recieves their business license they have agreed to pay an additional lump some of Twenty Thousand Dollars ($20,000.00) as goodwill. Then on August 1st, 2023, the tenant has agreed to pay Landlord a Goodwill of Sixty-Thousand ($60,000.00) to Seventy-Five Thousand Dollars ($75,000.00). If tenant does not obtain business license the lease can be terminated.

-Tenant has Paid $10,000.00 on June 6th, 2024. Tenant owes goodwill balance of eighty Five thousand ($85,000.00)

06/06/2024

06-06-24

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Agent Certification

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

Agent's Signature: _____ Date: 07-01-2024

Business Name: Stevi's Food Plus LLC.

I hereby certify that MOHAMMAD UZAIR KHAN (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 01 day of July, 2024

JWB
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025
My Commission Expires

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: _____ Date: 07-01-24
(If different from Agent)

Title: OWNER.

Business Name: Stevi's Food Plus LLC.

I hereby certify that Mohammad Khan (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 01 day of July, 2024

JWB
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025
My Commission Expires

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Stevis Food plus LLC

Business Address: 1286 Anthony Rd, Macon, GA 31204

Instructions:

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

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

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

Definitions:

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

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

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

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

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☐ **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

07-01-24
Date

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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

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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: STEVIS FOOD PLUS LLC

Business Address: 1286 ANTHONY Rd 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.

8/21/24 (Clear)
Code Enforcement Department Designee

08-14-24
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

08-14-24
Date

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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
	MOHAMMAD UZAIR KHAN	07-01-24

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

Alcohol License Questionnaire

Name of Business: Stevi's Food Plus LLC
Owner's Name: MOHAMMAD UZAIR KHAN
Address: 1286 ANTHONY Rd
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

MOHAMMAD UZAIR KHAN
Print Name

07-01-24
Date

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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: STEVI'S FOOD PLUS

Business Address: 1286 ANTHONY RD MACON GA. 31204

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

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

Applicant/Agent Signature

07-10-24
Date

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: MOHAMMAD KHAN 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Mohammad Khan
Print and Sign Name

Sworn to and subscribed before me this
3rd day of June, 2024

Susan M Flury
Notary Public
My commission expires: 10/20/26

SUSAN M FLURY
Monroe County
My Commission Expires
October 20, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

Property Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: [redacted] NAZ Foodmart inc. CFO
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Muhammed Ghazipura

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.

Danial Ghazipura
Print and Sign Name

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

Geneva F. Vaughn
Notary Public
My commission expires: 9/28/27

Geneva F Vaughn
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires
09/28/2027

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

Reviewed By: _____

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

OFFICE USE ONLY
ALCOHOL RENEWAL APPLICATION

Applicant Name: Mohammad Uzar Khan – Fingerprints Completed: August 26, 2024

Business Name: Stevis Food Plus LLC dba Stevis Food Plus

Business Address: 1286 Anthony Rd, Macon GA 31204

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

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

DocuSigned by:

Granted _____ 8/27/2024
Sheriff, Macon-Bibb County, Georgia Date
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia Date

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

Docusign Envelope ID: 083C28DE-07EE-41A2-9166-F51560942F3D

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 12/12/2024 (Date) SD (Initials)

Comments

After review, legal recommends denial. The business self-identifies as both a grocery store and food mart in its application. A Code Enforcement inspection revealed that the business does not qualify as a grocery store and is currently operating as Vice Mart.

Initials

SF

_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

ADDED TO THE DECEMBER 16, 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	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.

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

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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

BUSINESS

Federal Tax ID #: 99-3126443 State Tax ID#: 2029953669

Business Name: King Food mart Corporate and Trade Name: Central Pantry LLC

Local Business Address: 635 Womack St macon GA 31217
(P.O. Box Not Allowed) City State Zip

Mailing Address: 635 Womack St macon GA 31217
Street Address (City State Zip)

Local Business Phone #: _____ Email Address: centralpantryllc@gmail.com

Contact Person: Marquare Rozier Contact Phone #: 209 302 7478

AGENT

Agent's Name: marquare Rozier Agent's Title: owner

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

Home Address: 133 limestone Rd Apt E37 City: Cochran State: GA Zip: 31014

Home Phone #: _____ Email: centralpantryllc@gmail.com

Mailing Address: 635 Womack St City: macon State: GA Zip: 31217

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

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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):	Marquare Danielle Rozier		
Home Address:	133 limestone Rd Apt E37 Cochran GA 31014		
Sex	**Race**	**Date of Birth**	**Social Security Number**
F	Black	[redacted]	

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

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

Signature _____ Date 7-16-24

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title _____ Date 7-16-24

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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: Central Pantry LLC

Printed Name of Applicant: MARQUARE ROZIER

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 16 DAY OF July, 2024

[signature]
NOTARY PUBLIC

Nov. 8 2024
MY COMMISSION EXPIRES



Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

MEASUREMENT FORM

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

APPLICANT: MARQUARE ROZIER

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 635 WOMACK ST.

BUSINESS NAME: CENTRAL PANTRY 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.
_X_Comply ___ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 8/28/24

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

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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

Central Pantry
#635 Womack Street

1,400' — SCHOOL GROUND property line
Burdell - Hunt Elementary

1,450' — SCHOOL BUILDING
Burdell - Hunt Elementary

5,950' — COLLEGE CAMPUS property line
Mercer University - #433 Cherry Street

2,900' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Hwy.

8,250' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

510 — MACON-BIBB COUNTY HOUSING AUTHORITY property
Davis Homes

690' — CHURCH (building)
United House of Prayer - #478 Emery Hwy.

600' — CHURCH GROUNDS
United House of Prayer

3,140 — M-B COUNTY RECREATION CENTER property
Rosa Jackson Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a:
"Food Mart"

OK!
Paul J. Harnowski
August 27, 2024

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
145678	587964	Print Legal Ad-IPL01917020 - IPL0191702		$46.36	1	28 L

Attention: Marquare Rozier
Central Pantryl LLC
635 WOMACK ST
MACON, GA 31217

centralpantryllc@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER & WINE/Package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 11, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Central Pantry LLC - KING FOOD MART, 635 WOMACK ST, MACON GA 31217. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 4, 2024. MARQUARE ROZIER, Applicant
IPL0191702
Sep 4,11 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:
09/04/24, 09/11/24

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 Semons

Sworn to and subscribed before me this 11th day of September in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

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ZONING COMPLIANCE

PERMIT NO: ZC-2024-1856	PERMIT TYPE: Permitted Use	DATE ISSUED: 07/25/2024
PARCEL NO: R072-0289	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	marquare rozier kings food mart	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	635 WOMACK ST	
PROPERTY OWNER'S NAME:	maurice rutherford	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/25/2025

APPROVED BY: Butch Sementelli

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.

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GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Central Pantry LLC**	Control Number:	**24100553**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Convenience Stores**
Principal Office Address:	**111 Beech St Suite 4, Cochran, GA, 31014, USA**	Date of Formation / Registration Date:	**5/17/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MARQUARE ROZIER**

Physical Address: **111 E BEECH STREET STE 4, COCHRAN, GA, 31014, USA**

County: **Bleckley**

Back Filing History Name History Return to Business Search

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Report a Problem?

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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: King food mart Name of Corporation: central pantry LLC

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

Individual:

Name and Title: marquare Rozier - owner Telephone Number: 478 - 273 - 9307

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

Residential Street Address: 133 limestone Rd Apt E37, Cochran GA 31014

P.O. Box Not Allowed (City State Zip)

Mailing Address: 635 Womack St, Macon GA 31217

(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 (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 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: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MARQUARE Last Name: ROZIER

Home Address: 133 Limestone Rd Apt City: Cochran State: GA Zip: 3101

Home Phone #: 478 273 9307 Email: Centralpantryllc@gmail.com

Date of Birth: [redacted] Social Security Numbe [redacted]

Mailing Address: 635 WOMACK ST City: MACON State: GA Zip: 312

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

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current Color photograph of applicant.

$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Applicant's Signature — Date: 7-16-24

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

This 16 day of July, 2024

Notary Public

JAN MAXWELL NOTARY PUBLIC Exp. Nov. 08, 2024 DODGE COUNTY, GA

My Commission Expires: Nov. 8 2024

Rev. 7/2021

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TIPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Marquare Rozier

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	09/22/2024	09/22/2027	ON-000034731772

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

FOLD

TIPS On-Premise

CERTIFIED

Issued: 09/22/2024 **Expires:** 09/22/2027

Certificate #: ON-000034731772

Marquare Rozier
635 Womack st
Macon GA 31217

TIPS | 360 TRAINING™

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

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

Signature _____

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Marquare Rozier



AH001404

ALCOHOL HANDLER

EXP: 12/31/2025

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COMMERCIAL LEASE AGREEMENT

(Georgia)

Background

A. This is an agreement ('The Agreement') to let commercial real property according to the terms set out below.
B. The Landlord, the Tenant and the Premises are as set out in Schedule 1 of this Agreement.
C. Collectively, the Landlord and Tenant will be referred to as 'The Parties'.

IN CONSIDERATION OF the Landlord letting and the Tenant renting the Premises, both parties agree to keep, perform and fulfil the following promises, conditions and agreements:

Term

1. The Term of this Agreement will start at 12.00 noon on the Lease Start Date and end at 12.00 noon on the Lease End Date. The Lease Start Date and Lease End Date are set out in Schedule 1.
2. Tenant shall notify Landlord in advance of any anticipated extended absences from the Premises.
3. Prior to the Lease End Date, the Parties may, in writing, agree to extend the Term of this Agreement.

Commercial Use Only

4. The Landlord agrees to lease the Premises to the Tenant for use as a commercial premises only. The Tenant undertakes not to use it for any other purpose including, but not limited to using it as a residential home.

Rent

5. The amount of Rent, Rent Per Square Foot and Rent Payment Details are set out in Schedule 1.
6. The Rent will increase on an annual basis at the rate set out in Schedule 1.
7. The first full Rent payment under this Agreement shall be due on the Lease Start Date specified in Schedule 1. No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely rent as described by this Agreement.
8. The Landlord may amend the Rent Payment Details from time to time by giving the Tenant 7 days' notice.
9. For any payment that is not paid within one day of its due date, Tenant shall pay a late fee equal to one twentieth (1/20) of the price of a monthly Rent payment.

Holdover

10. If Tenant maintains possession of the Premises for any period after the termination of this lease (henceforth, the 'Holdover Period'), Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the normal payment rate from the last rent period under this Agreement, pro-rated based on the actual number of holdover days.

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Utilities

11. The Tenant shall be responsible for paying and maintaining provision of all utilities under this Agreement.

Maintenance

12. The tenant shall be responsible for maintaining the Premises in good repair at all times during the term of this Agreement.

Possession

13. The Tenant is entitled to possession during the Term of this lease. Upon expiration of the Term, the Tenant agrees to surrender possession and deliver to the Landlord the Premises and all furniture and decorations within the Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted.
14. The Landlord shall not directly or indirectly, through any agent, employee, or otherwise representative, lease any space within the property (except the Premises described by this Agreement), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity without an express agreement in writing signed by both Parties. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Eminent Domain

15. This Agreement automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have the right to claim:
    a. Value of the Lease Agreement.
    b. Loss of Business Revenue.
    c. Moving and Relocation Expenses.

Quiet Enjoyment

16. During the Term of this Agreement, the Tenant has the right of quiet enjoyment of the Premises.

Cumulative Rights

17. The rights of the Parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by federal, state or local law.

Security Deposit

18. The Tenant undertakes to pay to the Landlord a deposit, the amount of which is set out in Schedule 1, to cover damages and cleaning.
19. The Landlord agrees that they will refund the Tenant the deposit, minus any deductions, within 30 days of the Lease End Date. The Landlord will explain the reason for any deduction in writing within 30 days of the Lease End Date.
20. The Landlord may only make deductions for damage to the contents of the Premises that are over and above reasonable wear and tear.

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21. The Landlord will upon the written request of the Tenant, at the Landlord's expense, compile an itinerary of the contents and condition of the property contained within the Premises. The Tenant may request such an itinerary up until the Lease Start Date.
22. If there is a disagreement over the Landlord's deductions, the Parties agree to undertake mediation and abide by any decision of the Mediator regarding the size of a reasonable deduction. If the Parties cannot agree on a mediator for their dispute, they undertake to use the processes of the American Arbitration Association to appoint a mediator on their behalf. The fee for such a mediation will be split equally between the Parties.

Insurance

23. The Parties shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant's insurance shall be not less than the amount specified as the Tenant's Minimum Insurance in Schedule 1. The Landlord will be named as an additional insured party on any and all such policies. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies. Tenant shall also maintain any other insurance which Landlord reasonably requires for the protection of Landlord's interests in the Premises. Tenant is responsible for maintaining property insurance on its own property.
24. Tenant shall maintain appropriate liability insurance on the Premises. The Tenant's insurance shall be not less than the amount specified as the Tenant's Minimum Insurance in Schedule 1. Tenant shall deliver evidence to Landlord as proof of adequate insurance in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such policies.

Landlord Access to Premises

25. Subject to Tenant's consent, which shall not be unreasonably withheld, the Landlord may enter the Premises upon 24 hours' notice for any of the following reasons:
    a. To inspect the Premises;
    b. To maintain the Premises;
    c. To make repairs that the Landlord is obligated to perform;
    d. To provide necessary services;
    e. To show the unit to prospective buyers, lessors or workers.
26. The Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's prior consent.
27. During the last three months of this Agreement, or any extended Term of this Agreement, Landlord shall be allowed access to the Premises to display 'To Let' signs and show the Premises to prospective future tenants.

Alterations or Improvements

28. The Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises.
29. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and

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such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.

30. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent.
31. At the end of the Term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Agreement.

Taxes

32. Taxes related to the Premises or its use shall be allocated in the following way:
    a. Real Estate Taxes- Landlord shall pay all real estate taxes and assessments for the Premises.
    b. Personal Taxes- Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

Termination upon Sale of Premises

33. Notwithstanding any other provisions in this Agreement, the Landlord may terminate this Agreement upon 28 days' written notice to Tenant that the Premises has been sold.

Event of Default

34. The Tenant will default under this Agreement if any one or more of the following events ('the Event of Default') occurs:
    a. The Tenant fails to pay the Rent to the Landlord or any amount of it due or within any grace period.
    b. The Tenant fails to perform any of its obligations under this Agreement or any applicable obligation under the Original Lease.
    c. The Premises, or any part of it, is completely or partially damaged by fire or other casualty that is due to the Tenant's negligence, wilful act, or that of the Tenant's employee, family, agent, or guest.
    d. The Tenant abandons the Premises or any part of the Premises.
    e. The Tenant uses the Premises for any unpermitted or illegal purposes.
    f. The Tenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Tenant.
    g. Any other event of default provided by Federal, State or Local Law.

Remedies

35. Upon the occurrence of any Event of Default, the Landlord has any or all of the following remedies:
    a. Terminate the Agreement upon any notice required by Federal, State or Local Law and the term will then immediately become forfeited and void.

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b. The Landlord may perform any obligation of this Agreement or the Original Lease, which the Tenant has failed to perform and seek redress from the Tenant.

c. The Landlord may re-enter the Premises or any part of the Premises, and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Premises.

d. Any other remedy provided for by Federal, State or Local Law.

36. The exercise, by the Landlord, of one right or remedy will not prejudice the Landlord from exercise further rights or remedies at a future time.

37. Upon the expiration, termination or cancellation of the Original Lease or this Agreement, all obligations of the parties under this Agreement will be extinguished.

38. Any improvements remaining on the Premises upon termination will revert to the Landlord and will be free of any encumbrance at the time of such reversion.

Destruction or Condemnation of Premises

39. If the Premises are partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Premises in a normal manner as intended, and if the damage is reasonably repairable within 60 days after the occurrence of the incident which caused the damage, and if the cost of repairs is greater than 50% of the value of the property, or if the Landlord is prevented from repairing the damage by forces beyond the Landlord's control given their reasonable level of effort, or if the property is condemned, this Agreement shall terminate upon twenty days' notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. The Tenant shall give Landlord timely notice of any damages to the Premises.

Governing Law and Jurisdiction

40. It is the intention of the Parties to this Agreement that the tenancy created by this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Jurisdiction set out in Schedule 1, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

41. If there is a conflict between any provision of this Agreement and Federal, State or Local Law then said law will prevail and such provisions of this Agreement that are inconsistent will be deleted or modified in order to comply with said law. Further, any provisions that are required by law are incorporated into this Agreement.

42. The Agreement will continue to be valid and enforceable to the extent it is held to be by law.

43. The Tenant will ensure that the Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Premises.

Americans with Disabilities Act Compliance

44. As dictated by the Americans with Disabilities Act (ADA), all businesses that are open to the public or employ fifteen or more people require that the premises be accessible to

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individuals with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Landlord.

Subordination of the Lease

45. This Agreement is subordinate to any mortgage that now exists, or may be given later by the Landlord, with respect to the Premises.

Subletting

46. The Tenant will not assign, transfer or sublet the Premises or any part of the Premises without the prior written consent of the Landlord.

Notices

47. All notices from the Landlord to the Tenant will be sent to the address at which the Tenant is to be contacted in Schedule 1.
48. All notices from the Tenant to the Landlord will be sent to the address at which the Landlord is to be contacted in Schedule 1.
49. All notices to be given under this Agreement will be in writing and will be served personally or sent by certified or registered mail using United States Postal Service.

Disputes during Lease Period

50. If a disagreement arises during the Lease period, the following actions shall take place:
    a. If there is a dispute between the Landlord and Tenant, all Parties agree to attempt to come to an agreement through the use of an agreed upon mediator.
    b. It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.
    c. Both parties agree that they shall allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.
    d. If the parties are unable to come to an agreement with the assistance of the mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before an arbitrator.
    e. The decision of a court or arbitrator shall be legally binding upon all parties involved.

Early Termination

51. The Tenant may terminate this Agreement prior to the end of the Term.
52. The Landlord shall allow the Tenant to quit or terminate this Agreement by paying a penalty fee equivalent to 2 months' rent.

Heirs and Assigns

53. Tenant may not transfer or assign this Lease or any portion of this Lease to a third party. Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the parties.

No Waiver

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54. If Landlord fails to enforce strict performance of any part or sub-part of this Lease, this shall not be construed as a waiver of Landlord's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

Further General Provisions

55. Titles of clauses, sections and schedules will have no effect on the meaning of the agreement.
56. References to the singular includes the plural and vice versa. Any noun may be of either gender as the context requires.
57. At the time of taking possession of the Premises by the Tenant, or within 14 days of such possession, the Landlord will provide the Tenant with an inspection form.
58. In the event of any legal action concerning this Agreement, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.
59. Subject to the other provisions of this Agreement, this Agreement constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of the Parties. Any oral representation made at the time of executing this Agreement are not legally valid and, therefore, are not binding upon either party.
60. The Parties have no interest or other ownership in each other.
61. The Parties are not agents for each other.
62. Under no circumstances will this Agreement be construed as creating a partnership or joint venture between the Parties to this Agreement.
63. If the Tenant is under the age of 18, the Tenant's legal guardian or parent guarantees and agrees to perform all of the terms, covenants and conditions of this Agreement by affixing their signature below.
64. Each signatory to this Agreement acknowledges receipt of an executed copy of this Agreement.

Schedule 1

Date	6/01/2024
Name of Landlord	Maurice Rutherford/ Devin Rutherford
Name of Tenant	Saurav Chaudari Central Pantry LLC
Address of the Premises	635 Womack Street

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	Macon Ga 31217
Rent	$1,300.00 Monthly
Rent payment details (e.g. by Bank Transfer to Account Details on 5th of the month)	Zelle or Money order
Deposit Amount	$1,300.00
Lease Start Date	June 01, 2024
Lease End Date	June 01,2025
Address at which the Landlord is to be contacted	Marietta Ga 30064 (478)960-3923
Address at which the Tenant is to be contacted (if left blank, assumed to be Leased Premises)	
Percentage Annual Rental Increase	
State of Jurisdiction (i.e. the state the Premises is in)	Georgia
Agreement Date	
Square Footage of Premises	2200
Rent Per Square Foot	

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Tenant's Required Minimum Insurance	1,000,000

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the Agreement Date as specified in Schedule 1.

Landlord

Tenant

Witness

Witness

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Agent Certification

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

Agent's Signature: _____ Date: 9-30-24

Business Name: Central Pantry LLC

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

This 30 day of September, 2024.

_____
Notary Public

Nov. 8 2024
My Commission Expires

JAN MAXWELL NOTARY PUBLIC Exp. Nov. 08, 2024 DODGE COUNTY, GA

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: _____ Date: 9-30-24
(If different from Agent)

Title: Owner

Business Name: Central Pantry LLC

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 30 day of September, 2024.

_____
Notary Public

Nov 8 2024
My Commission Expires

JAN MAXWELL NOTARY PUBLIC Exp. Nov. 08, 2024 DODGE COUNTY, GA

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Central Pantry LLC

Business Address: 635 WOMACK ST, MACON GA 31217

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.

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☐ **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

7-16-24
Date

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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: Central Pantry LLC

Business Address: 635 WOMACK ST, MACON GA 31217

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.

[signature] Code Enforcement Department ~~Designee~~

10-11-2024
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

7-16-24
Date

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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	MARQUARE ROZI	7-16-24
	Print Name	Date

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

Alcohol License Questionnaire

Name of Business: Central Pantry LLC
Owner's Name: MARQUARE ROZIER
Address: 635 WOMACK ST, MACON GA 31217

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	Print Name	Date
[signature]	MARQUARE ROZIER	7-16-24

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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: Central Pantry LLC

Business Address: 635 WOMACK ST, MACON GA 31217

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

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

Applicant/Agent Signature

7-16-24
Date

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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 Securitv License #

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: MARQUARE ROZIER - 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

_____
Print and Sign Name

Sworn to and subscribed before me this
16 day of May, 2024.

_____
Notary Public
My Commission Expires: Nov. 8 2024

JAN MAXWELL NOTARY PUBLIC Exp. Nov. 08, 2024 DODGE COUNTY, GA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

Property owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Maurice Rutherford / Devin Rutherford
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Maurice Rutherford / Devin Rutherford
Print and Sign Name

Sworn to and subscribed before me this
23 day of Sept, 2024.

Notary Public
My commission expires: Nov. 8 2024

JAN MAXWELL NOTARY PUBLIC Exp. Nov. 08, 2024 DODGE COUNTY, GA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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: Marquare Rozier – Fingerprints Completed: 10.25.2024

Business Name: Central Pantry LLC

Business Address: 635 Womack St, Macon GA 31217-3734

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

Granted DocuSigned by: David J. Davis 11/7/2024
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: A114030B-DB4E-4239-BB39-353665E97C05

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 12/12/2024 (Date) SD (Initials)

Comments

After review, legal recommends denial. Business self-identifies as a food mart. However, upon inspection by Code Enforcement, it was revealed that the business does not meet the definition of a food mart and is operating as a vice mart.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : Yes

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

Non-Profit Business : No

Required Attachments

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

You will need to complete and upload the supplemental packet. This can be found here

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

Alcohol Beverage Supplemental Packet:

certificate-of-completion-for-alcohol-handler-s-permit-course.pdf

Business Information

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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

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

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

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

Business Name (DBA) : VZZ HOOKAH INC

Corporation Name : VZZ HOOKAH INC

Business Address : 3555 MERCER UNIVERSITY DR STE 101-5

City : MACON

State : GA

Zip : 31204

Mailing Address : 3555 MERCER UNIVERSITY DR STE 101-5

City : Macon

State : Ga

Zip : 31204

Local Business Phone # : (478) 320-6037

Email : VZZMACON@GMAIL.COM

Owner Name : VERONICA SIMMONS

Owner Phone # : (478) 320-6037

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001344

Agent's First Name : Veronica

Agent's Last Name : Simmons

Agent's Home Phone # : (478) 320-6037

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

Job Title : OWNER

Agent's Home Address : 271 Golden Ocala Blvd

City : Macon

State : GA

Zip : 31216

Social Security Numbe [redacted]

License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Alcohol Caterer - $600

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

License Fee : Malt Consumed on Premise - $800

License Fee : Wine Consumed on Premise - $700

Armed Security Personel

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

Yes/No : Yes

ⓘ Please note: 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.

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

If the answer is "Yes", please list below every individual who may be working as armed security personnel at your bar or nightclub:

Armed Security Personnel Identification:

Armed Security Licenses :

File uploaded:

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : VERONICA SIMMONS

Date

Today's Date : 07/03/2024

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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):	Veronica Michelle Simmons		
Home Address:	271 Golden Ocala Blvd Macon Ga 31216		
Sex	Race	Date of Birth	Social Security Number
F	B	[redacted]	

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

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

Veronica Michelle Simmons — Signature

9/4/24 — Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ Agency Designee Signature and Title

_____ Date

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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: Vzz Hookahs Inc

Printed Name of Applicant: Veronica Simmons

*Signature of Applicant: Veronica Simmons

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 30 DAY OF May, 2024

Tacia Goolsby
NOTARY PUBLIC

September 4, 2024
MY COMMISSION EXPIRES



Rev. 9/2020

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

MEASUREMENT FORM

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

APPLICANT: VERONICA SIMMONS

PROPOSED LICENSE: BEER, WINE AND LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 3555 MERCER UNIVERSITY DR. STE 101-5

BUSINESS NAME: VZZ HOOKAH INC.

To Be Completed by County Engineer

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

X *Comply* ____ *Does not comply*

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

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

__ Yes ____No _X__Not Applicable

By: John W. Hayes
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

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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.

Vzz Hookah Inc.
#3555 Mercer University Drive Ste. 101-5

17,250' — ALCOHOLIC TREATMENT CENTER property line
River Edge - Fulton Mill Road

4,050' — MHA housing unit property line
Anthony Homes

OK
Paul J. Hornowski
August 7, 2024

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1409	PERMIT TYPE: Conditional Use	DATE ISSUED: 10/11/2024
PARCEL NO: N083-0132	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Veronica Simmons	
	VZZ Hookahs Inc	
PROPOSED USE:	All other conditional use categories	
	Hookah lounge with live entertainment and alcohol COP	
ADDRESS OF PROPOSED USE:	3555 MERCER UNIVERSITY DR	
	Suite 101-5	
PROPERTY OWNER'S NAME:	MACON COMMERCIAL LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and Commission approval at the August 12th, 2024 Hearing, approval is granted to operate a hookah lounge with live entertainment and alcohol consumed on premises in an existing multi-tenant commercial building (Suite 101-5). Hours of operation shall be Monday - Thursday 1PM - 10PM, Friday - Saturday 1PM - 12AM, and Sunday 1PM - 9PM. All amplified music shall cease by 11PM daily. All live entertainment must comply with the MBPZ Comprehensive Land Development Resolution Section 1.02[70] and Sections 1.02[1.1 through 1.7] as well as Macon- Bibb County Code of Ordinance Article II enforceable by Code Enforcement. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. 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: 10/11/2025

APPROVED BY: Thomas Neaves

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.

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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
144824	579285	Print Legal Ad-IPL01868120 - IPL0186812		$46.36	1	28 L

Attention: Veronica Simmons

Veronica Simmons
271 Golden Ocala Blvd macon
macon
Macon, GA 31216
Vzzmacon@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the August 9, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as VZZ Hookah Inc, 3555 Mercer University Dr Ste101-5 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 2, 2024. Veronica Simmons, Applicant
IPL0186812
Aug 2,9 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:
08/02/24, 08/09/24

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 Simmons

Sworn to and subscribed before me this 9th day of August in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

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Control Number : 22087146

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF INCORPORATION

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

V'ZZ HOOKAHS INC
a **Domestic Profit Corporation**

has been duly incorporated under the laws of the State of Georgia on **04/11/2022** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **04/20/2022**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

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ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 4/11/2022 10:23:30 PM

BUSINESS INFORMATION

CONTROL NUMBER	22087146
BUSINESS NAME	V'ZZ HOOKAHS INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	04/11/2022
SHARES	1

PRINCIPAL OFFICE ADDRESS

ADDRESS	121 Madison North Dr, Macon, GA, 31220, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Mechaela EUGENIA Simmons	121 Madison North Dr, Macon, GA, 31220, USA	Bibb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Veronica M Simmons	INCORPORATOR	121 Madison North Dr, Macon, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Veronica M Simmons
AUTHORIZER TITLE	Incorporator

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**V'ZZ HOOKAHS INC**	Control Number:	**22087146**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Other Services (except Public Administration)**	NAICS Sub Code:	**Other Similar Organizations (except Business,Professional,Labor, and Political Organizations)**
Principal Office Address:	**3555 Mercer University Dr, Suite 101-3, Macon, GA, 31204, USA**	Date of Formation / Registration Date:	**4/11/2022**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mechaela EUGENIA Simmons**

Physical Address: **3555 Mercer University Dr, Suite 101-3, Macon, GA, 31204, USA**

County: **Bibb**

OFFICER INFORMATION

Name	Title	Business Address
Asiah Jackson	Secretary	3555 Mercer University Dr, Suite 101-3, Macon, GA, 31204, USA
Mechaela Simmons	CFO	3555 Mercer University Dr, Suite 101-3, Macon, GA, 31204, USA
Veronica Simmons	CEO	3555 Mercer University Dr, Suite 101-3, Macon, GA, 31204, USA

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Filing History Name History

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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: N/A Name of Corporation: Vzz Hookah Inc

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

Individual:

Name and Title: Veronica Simmons / owner Telephone Number: 478 320-6037

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

Residential Street Address: 271 Golden Ocala Blvd Macon Ga 31216

Mailing Address: 271 Golden Ocala Blvd Macon Ga 31216

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ⌋ Sole Proprietorship
- ⌋ General Partnership
  - o General Partner holding____% of all outstanding general partnership interests.
- ⌋ Limited Partnership (LP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
- ⌋ Limited Liability Partnership (LLP)
  - o General Partner holding____% of all outstanding general partnership interests.
- ⌋ Limited Liability Limited Partnership (LLLP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
- ⌋ Limited Liability Company (LLC)
  - o Managing Member, Total number of Managing Members: _____
  - o Member holdings____% of all outstanding membership interests
- ⌋ Privately Held Corp./Company
  - o Corporate Officer: Yes ✓ No___
  - o Shareholder holding 80 % of all outstanding ownership interests.
- ⌋ Publicly Traded Company
  - o Corporate Officer: Yes___No___
- ⌋ Other
  - o Other person exercising operational authority over the entity: Mechaela Simmons

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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: Vzz Hookah Inc Name of Corporation: Vzz Hookah Inc

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

Individual:

Name and Title: Nethela E Simmons Telephone Number: 478-960-1426

Date of Birth: [redacted] Social Security Number: _____

Residential Street Address: 271 Golden Ocala Blvd Macon Ga 31216
P.O. Box Not Allowed (City State Zip)

Mailing Address: 271 Golden Ocala Blvd Macon Ga 31216
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☑ General Partnership
- General Partner holding 20 % 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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

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

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Veronica

Last Name : Simmons

Home Address : 271 Golden Ocala Blvd, macon

City : Macon

State : GA

Zip : 31216

Home Phone # : (478) 320-6037

Email : vsimmons3587@gmail.com

Date of Birth : [redacted]

Social Security # : [redacted]

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Mailing Address : 271 Golden Ocala Blvd, macon

City : Macon

State : GA

Zip : 31216

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

BIRTH CERTIFICATE.jpg

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

saveAffidavit:

SAVE.jpg

Required Attachments

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

The Alcohol Handler Supplemental Packet can be found here.

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

supplementPacket:

certificate-of-completion-for-alcohol-handler-s-permit-course.pdf

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

Upload a current color passport size photo of applicant here.

photoUpload:

PHOTO.jpg

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Certification and Attestation

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

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

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

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

Digital Signature

Enter Name Here : VERONICA SIMMONS

Date

Enter Today's Date : 05/31/2024

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

VERONICA SIMMONS

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-05-31

Serial No.

cert_gp8897kn

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Veronica Simmons



AH001344

ALCOHOL HANDLER

EXP: 12/31/2024

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DocuSign Envelope ID: 2E591960-8446-41A4-A461-2EBD291F7846

Commercial lease agreement

Landlord:

MACON COMMERCIAL LLC
Address: 84 w 21 st, Riviera Beach, FL 33404
Phone number: 561-962-1033
Email: ariely2000@gmail.com

Tenant:

Name of business (DBA): V'zz Hookahs Inc
Legal name of business (Sunbiz): Mechaela Eugenia Simmons
Georgia Driver License number: 055334611
Mailing address: 101-5 Mercer University Dr, Macon, GA 31204
Business Phone number: 229-921-6970
Business Email: vzzmacon@gmail.com
Kind of business: Hookah Lounge

Rental unit information:

Rental address: 3555 Mercer University Dr, Macon, GA 31204
Unit number: 101-5
County: Bibb
Rentable square feet: +- 1,200 sf
Description of the Property: Landlord leases to Tenant, and Tenant rents from Landlord, the space known as 101-5 Mercer University Dr, Macon, GA 31204, legally described as: 101-5 Mercer University Dr, Macon, GA 31204 (hereinafter referred to as the "Premises")

Tenant Initial DS Mechaela E Simmons

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Primary Lease terms

Lease start date: 05/01/2024

Term of lease: 3 years

Lease end date: 04/30/2027

Due date: 1st of each month

Extension Option: 4 extension options of 3 years each extension with 2% increase on base rent every year.

Base rent: $1,600

Increase: 2% every year increase on base rent only.

Common area charges: $0

Real estate taxes charges: $0

Property insurance charges: $0

Total amount of monthly rent: $1,600

Minimum annual rent: $19,200

Security deposit amount: $1,600

First month rent: $1,600

Late fee amount: $200

Total amount paid at signing: $3,200

This lease will only go into effect once the tenant will deposit the "full amount paid at signing". Any partial payment will not be accepted and returned to the tenant. If the tenant fails to pay the "full amount paid at signing" within 5 business days this lease/offer will be null and void.

Notes:

- The tenant will receive Two (2) month of free rent starting 05/01/2024 until 06/30/2024.
- The unit is rented AS-IS. The tenant will be responsible for its own buildout.
- The unit is rented without an ACHV system. If the tenant decides to use the existing system he/she will be fully responsible to get it running, maintain or change if needed.

Tenant Initial DS Mackala E Jeanne

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Continued Lease Terms

THE RENT IS DUE ON THE FIRST DAY (1st) OF EACH MONTH. THE PAYMENT NEEDS TO BE DEPOSITED DIRECTLY TO LANDLORD'S BANK ACCOUNT OR SUCH METHOD PROVIDED BY LANDLORD.

1. PAST DUE RENT. If Tenant shall fail to pay any rent or any other amounts or charges to be paid to Landlord by Tenant per this lease, then such unpaid amount shall bear interest from the date on which that amount was due to the date of payment at the highest rate permitted by the laws of Arkansas. Any and all charges due pursuant to this lease, or incurred by Landlord as a result of Tenant's failure to comply with any provision herein, including but not limited to, sales tax, county surcharge tax, late fees, interest, reasonable attorneys' fees, municipal, city or county charges or fines and NSF checks, shall be deemed additional rent.

Late fee amount: Rental payments received after the third (3rd) of the month shall be charged a late fee at a flat rate of $200.00 for each month rent and additional rent is not fully and timely paid.

Additional charge for every passing day:

2. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of an amount which is less than the monthly rent herein stipulated shall be deemed to a waiver by Landlord of all such amounts due from Tenant, nor shall any endorsement or statement on any check or any letter accompanying any check or payment from Tenant to Landlord be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's tight to recover the balance of such rent or other amounts due or pursue any other remedy provided in this lease.

3. DEFAULT. (a) If Tenant shall fail to make the payment of any of the rents or additional rents due hereunder for a period of (2) days after the same shall become due and payable as aforesaid; or (b) if there shall be any spill, leak or other discharge of material quantities of hazardous materials onto the Premises and if Tenant shall fail to report such discharge to the appropriate government authorities and to commence to limit, and clean up, such discharge within seven (7) days of the discharge, or such lesser time as may be permitted by Federal or Arkansas law; or (c) if default be made by Tenant in any of the other covenants and agreements herein contained to be kept and fulfilled on the part of Tenant and such default continues for a period of ten (10) days after written notice of such default is given by Landlord to Tenant without reasonable action by Tenant to remedy such default and continuance of such action to conclusion with reasonable diligence; or (d) if Tenant shall file a voluntary petition in bankruptcy or take the benefit of any insolvency act or be dissolved or adjudicated a bankrupt; or (e) if a receiver shall be appointed for Tenant's business or its assets and the appointment of such receiver is not vacated within thirty (30) days after such appointment; or (f) if Tenant shall make an assignment for the benefit of its creditors; or (g) if Tenant's interest herein shall be sold under execution, then and forthwith thereafter Landlord shall have the right, at its sole option, without notice and without prejudice to any of its other rights hereunder, to terminate this lease and to re-enter and take possession of the Premises, or Landlord, without re-entry and without notice, may recover possession of the Premises in the manner prescribed by Arkansas law. Any demand for rent, reentry for condition broken, and any and all notices to quit, or other formalities of any nature, to which Tenant may be entitled in such event are hereby specifically waived. After default is made in any of the covenants contained herein, the acceptance of rent or failure to re-enter by Landlord shall not be held to be a waiver of its right to terminate this lease, and Landlord may re-enter and take possession thereof the same as if no rent had been accepted after such default. In addition, upon the happening of any of the events of default hereinabove referred to, Landlord may, at its option, declare immediately due and payable to Landlord all of the remaining installments of rent per this lease. In addition to the remedies specified herein, in the event of a default as defined herein, Landlord shall also have any and all other rights available to it under Arkansas law.

Tenant Initial DS Mechala E Swanson

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4. NOTICES. Any notice, demand, request or other instruments which may be or is required to be given under this lease shall be delivered by an overnight delivery service such as Federal Express or UPS or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed (a) if to Landlord, at the address hereinabove given; and (b) if to Tenant 101-5 Mercer University Dr, Macon, GA 31204. Any notice to Tenant may also be posted to the premises. Notices shall be deemed effective on the date of delivery if delivered by an overnight delivery service, and two days after depositing into the United States Mail if delivered by certified or registered mail. Either Landlord or Tenant may designate such other address as shall be given by written notice. Tenant must notify Landlord in writing for any repairs that are required by Landlord.

5. END OF TERM. At least ninety (90) days prior to the end of the last year of the term, Tenant shall notify Landlord by overnight or certified mail of his/her/its intent to surrender the Premises or to renew same (provided Tenant has a right to renew this lease otherwise set forth herein). If surrender is the intent of Tenant, the Premises must be delivered in the same condition as it was in upon delivery of possession thereto under this lease, reasonable wear and tear excluded, and Tenant shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property including all trade fixtures, and shall repair any damage caused thereby. Tenant's obligations to perform under this provision shall survive the end of the term of this lease. If Tenant fails to remove its property upon the expiration of this lease, said property shall be deemed abandoned and shall become the property of Landlord. Any chattel permanently attached to the structure shall become the property of Landlord.

6. INSURANCE. (a) Tenant shall purchase and maintain at its own cost and expense: (1) all risks, fire and extended coverage insurance including, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of Tenant improvements, inventory, contents, fixtures and similar items located in the Premises; and (ii) public liability insurance on an all-occurrence basis with minimum limits of liability of One Million Dollars ($1,000,000.00) for bodily injury, personal injury or death with respect to any one incident, and One Hundred Thousand Dollars ($100,000.00) with respect to property damage; and (iii) plate glass insurance covering the replacement value of all plate glass on both the exterior and interior of the Premises; and (iv) workers compensation insurance on all employees of Tenant, with such coverage as may be required by the State of Arkansas. All insurance, except the workers compensation insurance, shall name Landlord as an additional insured, and shall insure Landlord and Tenant as their interests may appear. All such policies of insurance shall also waive or release any subrogation rights which the insurer might have against Landlord for any insured losses caused, or allegedly caused, by the acts or omissions of Landlord, its agents or employees. Prior to the commencement of the term of this lease, or within ten (10) days thereafter, Tenant shall deliver copies of all policies required under this paragraph to Landlord, together with paid invoices or receipts evidencing the payment of the premiums for those insurance policies for a period of one (1) year. Annually thereafter, before the expiration date of the policies, Tenant shall present Landlord with paid invoices or receipts evidencing the payment of the premiums for the said insurance for the next year, and shall keep said insurance in full force and effect at all times. All policies of said insurance shall provide that the insurance cannot be cancelled without ten (10) days prior notice to Landlord.

7. CONDITION OF PREMISES: PERMITTED USE: ENVIRONMENTAL ISSUES AND IDEMNIFICATION.

(a) Except as specifically set forth herein, Landlord makes no representation or warranty concerning the condition of the Premises or of any improvements thereon and by entering and taking possession of the Premises, Tenant shall be deemed to accept all aspects of the Premises and the condition existing as of the date of such entry. Tenant further has examined the premises and acknowledges it to be in good repair and suitable for Tenant's use. Tenant specifically acknowledges and agrees that (i) Tenant is not relying on any statement or representation or warranty by Landlord or any of Landlord's agents, attorneys or representatives which is not specifically contained in this lease: (ii) Tenant has had the opportunity for, and has made, such inspection and investigation of the Premises as it deems necessary for protection of its interest: and (iii) Tenant will be relying solely on the advice of its independent advisors and representatives in entering into this lease. Landlord warrants that, on the date on which this lease commences, the HVAC unit and the plumbing in the Premises shall be in normal operating condition. This is the only warranty made

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by Landlord as to the condition of the Premises. (b) Tenant intends to use the Premises only for/as Hookah Lounge. Tenant agrees not to use the Premises in any manner which will violate any applicable laws, ordinances or regulations of governmental authorities: and further agrees that it will not permit or suffer any noise, disturbance, annoyance or nuisance whatsoever on the Premises detrimental to the same, or annoying to Landlord, or the neighbors. (c) To the best of Landlord's knowledge, there has been no intentional or unintentional act or omission on its part or the part of any of its predecessors in the title on the Premises nor on any property in proximity to the Premises resulting in a release, discharge, spill, leak, emission, pouring, emptying or dumping of hazardous material" into waters or onto lands of the State of Arkansas or waters of the United States. (d) Tenant shall strictly comply with all statutes, laws, ordinances, rules, regulations and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency, including with respect to the use, generation, storage or disposal of hazardous, toxic or radioactive materials (collectively "hazardous materials"). Such statues, laws or ordinances, rules, regulations and precautions shall include, but not be limited to, the following statutes and all regulations adopted pursuant to them: The Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. Sections 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 11001, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the. Occupational Safety and Health Act, 29 U.S.C. Sections 651, et seq., and the Arkansas Air and Water Pollution Control Act., Fla. Stat. Subsection 403.011 et seq.. As Listed herein, the term "hazardous materials" shall include, but not be limited to, those substances defined as "hazardous substances", hazardous materials", "hazardous wastes", or other similar designations in the hereinabove identified statutes, laws and implementing rules and regulations. Tenant shall not cause or allow anyone else to cause any hazardous materials to be used, in existences, generated, stored or disposed or on or about the Premises, except in strict conformity of all provisions of governmental statues, laws, ordinances, rules and regulations and shall provide Landlord with a copy of all permits, reports, inventories and business plans filed with any federal, state, local or other governmental agency pursuant to any statute, laws, ordinances, rules or regulations. Tenant shall notify Landlord in writing if Tenant is subject to reporting requirements under any particular statutes or regulations and shall also notify Landlord in writing that Tenant has complied with all such reporting requirements. With respect to any hazardous materials used, generated, stored or disposed or on or from the Premises, Tenant shall employ the services of such independent environmental engineering consultants and persons or entities licensed or certified by appropriate governmental authorities for disposition of hazardous materials to ensure that all such use, generations, storage and disposition are in conformity with all appropriate statutes, laws, ordinances, rules and regulations.

(e) Tenant shall immediately notify Landlord and the appropriate Federal or Arkansas agencies of any spill, leakage or other discharge of material amounts of hazardous material, and shall immediately commence action, at its own expense, to limit the spread of the discharge and to clean up the hazardous materials released in the discharge. Such action shall continue until it is complete, and Tenant shall employ independent environmental engineering consultants or other persons or entities licensed or certified by the appropriate governmental agencies for environmental cleanup in his cleanup action. (t) Tenant shall indemnify and hold Landlord harmless of and from all liability, including all fines and penalties, and all foreseeable and unforeseeable consequential damages, arising directly or indirectly, out of the use, existence, generation, storage or disposal of hazardous materials by Tenant or by any person claiming under Tenant, including, without limitation, the costs and expenses, including court costs and attorney's fees associated with administrative actions, trials or appeals, the costs of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans whether such action is required or necessary prior to or following the termination of this lease, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of hazardous materials by Tenant or any person claiming under Tenant. Neither the written consent by Landlord to the use, generation, existence, storage or disposal of hazardous materials nor the strict compliance by Tenant with all statutes, laws, ordinances, rules, regulations and precautions pertaining to hazardous materials shall excuse Tenant from Tenant's obligation of indemnification pursuant to this paragraph. (g) Each party shall provide the other with copies of all notices or other information received by that party, its agents or employees relating to any environmental issues or citations relating to the Premises, within ten (10) days after receipt.

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8. LIABILITY. Tenant shall indemnity Landlord and save it harmless from all suits, actions, damages, liabilities and expenses, including attorney's fees and costs, both at trial and on appeal, in connection with any loss of life, bodily or personal injury, or property damage arising from, or out of, the use or occupancy of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitee or licensees. Tenant's obligations hereunder and under Paragraph 17 of this lease shall not be limited by the term of the Lease, and as to any act or occurrence which occurs during the term of the Lease and gives rise to liability hereunder, the obligation of Tenant to indemnify Landlord shall survive the termination of the Lease and remain in full force and effect after that termination, whether by its normal expiration or by earlier termination pursuant to the terms hereof. Tenant shall store its property in, and shall occupy the Premises at its own risk, and hereby releases Landlord, to the fullest extent permitted by law, from any and all claims of every nature and kind, including claims for negligent loss of life, personal or bodily injury or property damage, unless occurring through the gross negligence of Landlord, or its agents or employees. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property, or to Tenant's business. Landlord shall not be responsible or liable to Tenant for any defect, latent or otherwise, in the Premises, or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant, its agents, employees or invitee, or other persons caused by or resulting from busting, breakage, leakage, running, backing up, seepage or overflow of water of sewerage in any part of said Demised Premises or for any other injury or damage caused by or resulting from any defect or act of omission in the occupancy, construction, operation or use of said Demised Premises, building, machinery, apparatus or equipment by any person or from the acts or negligence of any occupant of the Premises, or from Tenant or any employee or agent of Tenant.

Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises, or of defects therein, or in any fixtures or equipment,

9. INCREASE IN INSURANCE PREMIUMS. Tenant shall not stock use or sell any articles, or do anything in or about the Premises which may be prohibited by the insurance policies carried by either Landlord or Tenant pursuant to this lease or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the insurance on the Premises. Tenant shall pay on demand any increase in premiums for the insurance that may be charged on such insurance resulting from Tenant's use and occupancy of the Premises, whether or not Landlord has consented to same. If due to (a) Tenant's abandonment, or (b) Tenant's failure to occupy the Premises as herein provided, any insurance shall be cancelled by the insurance carrier, or if the premiums for such insurance shall be increased, then in any of such events, Tenant shall indemnify and hold Landlord harmless and shall pay on demand the increased cost of such insurance. Tenant shall also pay in any of such events any increased premium on the loss of rent insurance that may be carried by Landlord for its protection against loss through fire or casualty.

10. DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy or policies carried by Tenant pursuant to the provisions of this Agreement, Landlord shall, upon receipt of the insurance proceeds (and provided that the net proceeds of such insurance are sufficient to make the repairs), repair the same, and the minimum rent shall be abated proportionally as to that portion of the Premises rendered untenantable. If any building on the Premises by reason of such occurrence is (a) rendered wholly untenantable, or (b) should be damaged as a result of a risk which is not covered by the insurance, or (c) should be damaged in whole or in part during the last year of the term of this lease or any renewal term, or (d) if any building of which the Premises are a part should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof then or in any of such events, Landlord may elect either to repair the damage or to cancel this lease by notice of cancellation given within one hundred eighty (180) days after such event and thereupon this lease shall expire. In the event that Landlord cancels, Tenant shall vacate and surrender the Premises to Landlord, and Tenant's liability for rent upon the termination of this lease shall cease as of the day following the event of damage. In the event Landlord elects to repair the damage insurable under Landlord's policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired. If any of the damage described in this paragraph is caused by the negligence of Tenant or its employees, agents, invitee or concessionaires, there shall be no abatement of rent. Unless this lease is

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terminated by Landlord, Tenant shall repair and restore the interior of the Premises in a manner and in a condition at least equal to that existing prior to its destruction or casualty, and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

Should Tenant fail to honor its obligations for maintenance and insurance pursuant to this Lease, and in addition to Landlord's right to declare Tenant in default pursuant to the terms of this Lease, Landlord will exercise such self-help to restore the Premises to its original condition and Tenant shall reimburse Landlord the cost thereof upon demand, together with the sum of fifteen percent (15%) of said costs for overhead and an additional sum equal to ten percent (10%) of said amount for profit. Any such charges accrued per this paragraph may be collected on a prorated, monthly basis for the remainder of Tenant's term in the sole discretion of Landlord. Tenant's obligations under this paragraph shall survive the termination of this Lease.

11. UTILITIES. Tenant agrees to pay all charges for rent, electricity or other utilities, attributed to the Premises. If these charges remain unpaid for ten (10) days after they become due, Landlord may declare same a default of this lease. Landlord will not be liable to Tenant for damages or otherwise because of Tenant's failure to arrange for or to obtain any utilities or services, to secure heat or air conditioning, or to provide hot water for the Premises. Tenant is not released or excused from the performance of any of its obligations under this lease for any such failure or for any interruption or curtailment of any such utilities or services. No such failure, interruption, or curtailment may constitute a constructive or partial eviction. Tenant may not permit or suffer any utility facility to be overloaded. If Tenant fails to repair any damage or destruction to, or otherwise fails to maintain, the Premises, Landlord may repair the damage or destruction or may conduct any maintenance that Landlord deems necessary in its own sole discretion. The cost of the repair or maintenance is considered additional rent.

UTILITIES PAID BY TENANT:

1. ELECTRIC
2. WATER
3. GAS
4. CABLE
5. ~~COMMON AREA MAINTENANCE (CAM)~~

12. TENANT'S INSTALLATIONS AND ALTERATIONS. It is understood by Landlord and Tenant that Tenant is leasing the unit **AS-IS** and will be responsible for the installation of all trade fixtures, equipment and furniture in the Premises, and for all other work in the Premises desired by Tenant and approved by Landlord. Tenant shall not do any construction work or alterations, nor shall Tenant install any equipment, however, without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Tenant shall not commence any such work without first delivering to Landlord a policy or policies of worker's compensation, liability and property damage insurance, naming Landlord as an additional insured, in limits and with companies acceptable to Landlord. Any alterations, additions, improvements and fixtures installed or paid for by Tenant upon the interior or exterior of the Premises, other than unattached, movable trade fixtures and decorations, shall, upon the expiration or earlier termination of this lease, become the property of Landlord.

13. PERSONAL PROPERTY. All personal property placed or moved in the Premises shall be at the risk of Tenant or owner thereof. Landlord shall not be liable for any damage to said personal property or for personal injuries to Tenant, that arise from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever, including Landlord. Tenant agrees to obtain insurance for any and all personal property brought into the Premises and to not seek any damages from Landlord regarding the loss of same.

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14. OTHER DAMAGE. It is expressly agreed and understood by Tenant that Landlord shall not be liable for any damage or injury sustained by Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other adjacent or neighboring tenant by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the Premises.

15. REPAIRS. Landlord, with all due diligence, shall, except when such repair is caused by, or related to, the negligence, omissions or intentional acts of Tenant, its employees and agents, make any and all necessary repairs to the "Building" which shall be defined as the structure and roof. Tenant shall, at its own cost and expense, take good care of and make all necessary repairs or replacements to the Premises, including, without limitation, electrical, HVAC, the interior walls, plumbing, and the fixtures and equipment therein, and appurtenances thereto, including without limitation, the exterior and interior windows (including plate glass windows), window frames, doors, door frames, door locks and entrances, storefronts, signs, showcases, floor coverings, ceilings, non-structural interior walls, interior plumbing, piping and plumbing fixtures, sewer lift stations, sump pumps, solid waste removal, columns and partitions, lighting and electrical equipment within or under the Premises, the building thereon, or its walls. Tenant must notify Landlord in writing for any repairs that are required by Landlord. In making any repairs or alterations required or permitted hereunder, Tenant shall use only contractors who hold the appropriate license from the State of Florida to make such repairs or alterations. Tenant shall keep the interior of the Premises, together with all electrical, plumbing, heating, air conditioning and other mechanical installations and equipment used by or in connection with the Premises in good order and repair or replacement as necessary and in conformity with all city, county and state laws and regulations. Tenant shall be responsible to enter into a maintenance and repair agreement with a third-party air conditioning company and provide Landlord with evidence of such an agreement within thirty (30) days of Tenant's occupancy. Any repairs or replacements shall be Landlord's property upon installation and may not be removed by Tenant. Tenant's work and repairs shall be performed and installed free and clear of liens and encumbrances.

Tenant responsibility:

1. All interior of the Premises
2. All equipment of the Premises
3. Maintenance of ACHV system including filter
4. Interior plumbing system including leaks and sewer blockages
5. Interior electric including shortages

Landlord responsibility:

1. Roof leaks
2. Exterior paint
3. Parking lot
4. Landscaping

16. FAILURE TO REPAIR. If Tenant refuses or neglects to make repairs as required by this lease, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Tenant. In any such event, the cost of such work shall be deemed additional rent and shall be paid for in full by Tenant promptly upon receipt of a statement therefore.

17. COMPLIANCE WITH LAWS. Tenant shall: (a) Comply with all governmental laws, orders and regulations, including, without limitation any sign ordinance for which the Premises is located, or affecting or regulating the Premises, or the business operated by Tenant in the Premises, which are now in force or which hereafter may be in force; (b) Comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters,

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Landlord's insurance companies, and any other organizations establishing insurance rates; (c) Not suffer, permit or commit any waste or nuisance in or about the Premises; and (d) Install fire extinguishers in the Premises in accordance with all insurance and fire regulations and requirements. If Tenant's use of Premises causes Landlord to incur any additional costs, fines or damages, of any kind, in order to comply with any law, rule, and regulation, Tenant agrees to pay for same as additional rent due to Landlord. Should Tenant fail to pay such cost, fine or damage and Landlord pays same on behalf of Tenant, Tenant shall immediately reimburse Landlord for such amounts paid. Tenant further agrees that by taking possession of the Premises, it has determined same complies with all applicable laws, rules and regulations, federal, state and local, including County and City ordinances and waives any right to challenge its payment obligations set forth herein for any alleged violation of any law, rule or regulation on the grounds such violation pre-existed Tenant's possession of the Premises or that such violation was not caused by Tenant's use of same. Tenant further acknowledges that Landlord has not warranted the Premises as fit for any particular use or purpose and that Tenant assumes all risk and responsibility to ensure its intended use or purpose complies with all laws applicable to the Premises.

18. ASSIGNMENT. Tenant may not assign this Lease nor sublease the Premises in whole or in part without the written consent of Landlord, which consent shall not be arbitrarily or unreasonably withheld.

Without the written consent of Landlord first obtained in each case, Tenant shall not sublease, assign, transfer, mortgage, pledge, or encumber or dispose of this Lease or underlet the Premises or any part thereof or permit the Premises to be occupied by other persons. Any attempted assignment or sublease shall be void. This prohibition, without Landlord's prior written consent, includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment, subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings. The sale or transfer of a majority of Tenant's voting stock (if a corporation) or general partner's interest (if a partnership), or a majority, in interest, of the limited partner or members' interests in a limited partnership or limited liability company, shall constitute an assignment for purposes of this paragraph.

Landlord shall be permitted to assign said lease without the prior written consent of Tenant and any transfer or title or ownership of the Premises may result in an automatic assignment of this Lease to Landlord's successor in interest.

19. PROHIBITION OF MECHANICS' LIENS. The interest of Landlord in the Premises shall not be subject to mechanics' liens or other liens for improvements made by Tenant. Should any mechanic's or other lien be filed against the Premises or any part thereof, whether proper or not, for any reason whatsoever by reason of Tenant's acts or omissions, or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

20. CONDEMNATION.

(a) Total. If the whole of the Premises shall be acquired or taken by eminent domain or transfer in lieu of eminent domain for any public or quasi-public purpose or use, then this lease and the term herein shall cease and terminate as of the date of title vesting in such proceedings.

(b) Partial. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant (except for the amount of floor space), then this lease and the term hereof shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this lease shall continue in effect, except that the minimum rent shall be reduced in the same proportion that the floor area of the building on the Premises taken bears to the original floor area of the building demised, and Landlord shall, upon receipt of its award in condemnation, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building which was not taken a complete architectural unit. Landlord shall not, in any event, be required to spend for such work an amount in excess of the net amount received by Landlord as damages for the part of the Premises so taken. "Net amount received by Landlord" shall mean that part of the award in condemnation after deducting all expenses in connection

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with the condemnation proceedings, including court costs and attorney's fees at trial and on appeal, and which is free and clear to Landlord after any collection by mortgagees for the value of the diminished fee.

(c) Discretionary Termination_ If more than twenty percent (20%) of the floor area of the Premises shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this lease, such termination to be effective as aforesaid. If this lease is terminated as provided in this paragraph, the rent shall be paid up to the day that possession is so taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

(d) Award. Tenant shall not be entitled to, and expressly waives, all claim to any condemnation award for

any taking, whether whole or partial, and whether for diminution in value of the Leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant's business and fixtures, if such claim can be made separate and apart from any award to Landlord and without prejudice to Landlord's award.

21. LANDLORD'S ACCESS. Landlord or Landlord's contractors, agents, employees, or mortgagees (including contractors, employees and agents of mortgagees) shall have the right to enter the Premises at all reasonable times to inspect the Premises and to test for spillage or leaks of hazardous material, or otherwise. Such right to inspect shall include, without limitation, the right to drill or dig and install test or monitoring wells, and to take soil and underground water samples, and to monitor such wells or holes for such period of time as Landlord deems advisable. Landlord shall also have the right to enter the Premises at all reasonable times to exhibit the same to prospective purchasers, mortgagees and tenants. If an agent or employee of Tenant shall not be personally present to permit an entry into said Demised Premises when, for any reason, the entry therein shall be permissible, Landlord may enter the same by a master key. The provisions of this paragraph shall in no way be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided. During the six (6) months prior to the expiration of this lease or any renewal term. Landlord may place upon the said Demised Premises a "For Lease" or "For Sale" sign, which Tenant shall permit to remain thereon.

22. SUBORDINATION. This lease and Tenant's interests hereunder shall be subject to any mortgage, deed of trust, ground or underlying leases, or any other method of financing or refinancing, now or hereafter placed against the Premises or the buildings of which it is a part, and to all renewals, modifications, replacements, extensions and consolidations thereof. If requested by any mortgagee, Tenant shall execute and deliver to the mortgagee a specific subordination agreement in which it acknowledges its subordination under the terms of this lease. If the holder of record of a mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of such mortgage, and such notice includes the address at which the notices to such mortgagee are to be sent, then Tenant agrees to give to the holder of record of such mortgage notice, simultaneously with any notice given to Landlord to correct any default of Landlord, and agrees that the holder of record of such mortgage shall have the right, within thirty (30) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this lease by reason of such default.

23. ATTORNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure, or in the event of exercise of power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser or foreclosing mortgagee, and recognize such purchaser or foreclosing mortgagee as Landlord under this lease.

24. QUIET ENJOYMENT. Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this lease and any mortgage, ground lease or agreements to which this lease is subordinated.

25. FORCE MAJEURE. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond Landlord's control, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or

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usurped power, sabotage, governmental regulations or controls, fire or any other casualty, inability to obtain any material, services or financing, or through acts of God.

26. HOLDING OVER. Any holding over after the expiration of the term of this lease or any renewal term (whether such term shall expire by the expiration of the Lease twit, or early termination by Landlord) shall be double the monthly minimum rent stipulated in this lease (pro-rated on a daily basis) and shall otherwise be on the terms herein specified so far as applicable.

27. WAIVER. Failure of Landlord to insist upon the strict performance of any provisions of this lease, or to exercise any option or any rules or regulations herein contained, shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with the knowledge of any breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earlier rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

28. PARTIAL INVALIDITY. If any portion of this lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this lease or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be effected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

29. SUCCESSORS AND ASSIGNS. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. Each provision to be performed by Tenant shall be construed to be a covenant and condition, and if there shall be more than one Tenant, they shall all be bound jointly and severally by those provisions. In the event of the sale or lease of the Premises by Landlord, it shall be entirely relieved of all obligations hereunder. Consequently, the term "Landlord" shall be deemed to be Landlord in possession of the Premises from time to time as fee owner or as ground Tenant under a ground lease.

30. ENTIRE LEASE. This lease and the exhibits, riders and addenda, if any, attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment of this lease shall not be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this lease for examination does not constitute an option for the Premises, and it becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in the rider or addenda is inconsistent with any other provision of this lease, the provision contained in said rider or addenda shall supersede said other provision. It is herewith agreed that this lease contains no restrictive covenants or exclusives in favor of Tenant. Phone communications, text messages and face to face verbal agreements shall be of no effect on the terms of this Lease as it may only amended as specifically set forth herein.

31. CAPTIONS. The captions, numbers and other similar designations appearing herein are inserted only as a matter of convenience, and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way to affect this lease.

32. PRE-JUDGMENT REMEDY. REDEMPTION COUNTER-CLAIM AND JURY TRIAL. Tenant and Landlord, for themselves and all persons claiming by, through or under them, hereby acknowledges that this lease constitutes a commercial transaction. In the event Landlord commences any summary proceedings or actions for non-payment of rent or other charges provided for in this lease, Tenant shall not interpose any counter-claim of any nature or description in any such summary proceeding or actions, and hereby expressly waives its right to file such counterclaim unless such counter-claim shall be a mandatory counter-claim. TENANT AND LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDINGS BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

Tenant Initial DS Michaela E Jimenez

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33. USURY. Nothing contained in this lease shall be construed or so operate as to require Tenant to pay interest in an amount or at a rate greater than the maximum allowed by applicable Arkansas law. Should any interest or other charges paid by Tenant result in the computation or earning of interest in excess of the maximum legal rate of interest permitted under law, then any and all of that excess shall be and is waived by Landlord, and all that excess shall be automatically credited against and in reduction of the next maturing rental payment or payments.

34. MISCELLANEOUS. (a) If there should be more than one Landlord or Tenant, the covenants of Landlord or of Tenant shall be joint and several obligations of each of them, and if Landlord or Tenant are partners with other individuals or entities, the covenants of Landlord or Tenant shall be the joint and several obligations of each of the partners and the obligation of the partnership.

(b) In construing this lease, feminine pronouns shall be substituted for those of the masculine or neuter form, and vice versa, and the plural for the singular, and vice versa, in any place in which the context may require.

(c) In any litigation arising out of or in connection with this lease, Landlord shall be entitled to an award of its attorneys' fees, both at trial and on appeal.

(d) This lease shall be construed under the laws of Arkansas.

35. ADA COMPLIANCE.

(a) Provided Tenant has not improved, constructed or built out Premises or any portion thereof:

Landlord is and shall be solely responsible for assuring that the parking areas, the Building and the common areas at all times comply in full with Title III of the Americans with Disabilities Act (the "ADA"), 42 U.S.C., 12101-12212, and all regulations promulgated pursuant thereto, and any applicable state or local laws. Landlord is and shall be solely responsible for all expenses associated with this ADA compliance obligation and shall not charge Tenant for any such expenses. Landlord hereby represents and warrants that it is fully knowledgeable as to the requirements of the ADA as they affect or apply to the Building. Landlord hereby agrees to defend, release, indemnify, and hold Tenant harmless from and against any and all claims, expenses, losses, costs, demands, damages, actions, and lawsuits and judgments thereon, including attorney's fees through all appellate levels, arising, or claimed to arise, from, or reasonably attributable to, any violation of the ADA which occurs as a result of any breach by Landlord of its obligations under this subparagraph.

If Tenant has improved, constructed or built out Premises or any portion thereof:

Tenant is and shall be solely responsible for assuring that such improvement, construction or build out at all times complies in full with Title III of the Americans with Disabilities Act (the "ADA"), 42 U.S.C., 12101-12212, and all regulations promulgated pursuant thereto, and any applicable state or local laws. Tenant is and shall be solely responsible for all expenses associated with this ADA compliance obligation and shall not charge Landlord for any such expenses. Tenant hereby represents and warrants that it is fully knowledgeable as to the requirements of the ADA as they affect or apply to the Building. Tenant hereby agrees to defend, release, indemnify, and hold Landlord harmless from and against any and all claims, expenses, losses, costs, demands, damages, actions, and lawsuits and judgments thereon, including attorney's fees through all appellate levels, arising, or claimed to arise, from, or reasonably attributable to, any violation of the ADA which occurs as a result of any breach by Tenant of its obligations under this subparagraph.

(b) Tenant is and shall be solely responsible for assuring that its activities, trade fixtures and personal property in the Premises do not create a violation of the ADA and all other relevant laws, rules and regulations. Tenant hereby represents and warrants that it is fully knowledgeable as to the requirements of the ADA as they affect or apply to the Premises. Tenant hereby agrees to defend, release, indemnify, and hold Landlord harmless from and against any and all claims, expenses, losses, costs, demands, damages, actions, and lawsuits and judgments thereon, including

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attorney's fees through all appellate levels, arising, or claimed to arise, from, or reasonably attributable to, any violation of the ADA which occurs as a result of any breach by Tenant of its obligations under this subparagraph.

37. SEVERABILITY. In the event that any term, covenant, condition, or provision of this lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which this lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

38. ESTOPPEL CERTIFICATE. Tenant agrees at any time, and from time to time, upon not less than five days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent, additional rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, there exists any default by Landlord in the performance of any covenant, agreement, term, provision or condition contained in this lease, and, if so, specifying each such default, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord, by any holder or prospective holder of any mortgage affecting the land and/or the Building or by any purchaser of the land and/or Building.

39. LANDLORD DEFAULT. The failure by Landlord to observe or perform any covenant, agreement, condition or provision of this Lease shall be deemed an "Event of Default" if such failure shall continue for thirty (30) days after receipt of written notice thereof from Tenant to Landlord, except that if such default cannot be cured within such thirty (30) day period, this period will be extended, provided that Landlord commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to seek to effect such cure. If an Event of Default by Landlord occurs, Tenant will have all rights and remedies available at law or in equity, except that Tenant shall have no right to withhold rent due to Landlord or terminate the lease and must instead bring an action against Landlord. Tenant hereby waives all claims for any incidental, consequential, special, punitive or exemplary damages arising from this Lease, whether in contract, tort or otherwise.

40. SURVIVAL. All obligations of Lessee which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Lease shall survive such expiration or termination. Express provisions in this Lease which require or permit survival in specific instances, or as to specific obligations, shall not be deemed a limitation upon the generality of this survival clause.

41. SIGNATURES. A facsimile or electronic (including "pdf") copy of this agreement and any signatures hereon shall be considered for all purposes as an original. This agreement may be executed by use of electronic signatures, as determined by Arkansas's Electronic Signature Act and other applicable laws.

42. RENEWAL. Provided that Lessee is not in default of any term herein, either Landlord or Tenant shall give notice of its wish not to renew this Lease at least sixty (60) days prior to the expiration of the term the lease will automatic renew to the next extension option.

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Tenant signing page

WITNESSES
As to Tenant:

_____
(Witness Signature)

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Witness Printed Name)

Tenant:

By: DocuSigned by: Mechaela E Simmons
353633876554492...

Name: Mechaela Eugenia Simmons

Title: Owner

STATE OF ARKANSAS

COUNTY OF _____}

The foregoing Commercial Business Lease was acknowledged before me this ____day of _____, 2023 by Mechaela Eugenia Simmons, an individual, freely and voluntarily under authority duly vested in them by said company and that the seal affixed thereto is the true corporate seal of said company. He is personally known to me or have produced their driver's license as identification (GEORGIA D.L #055334611).

Printed Name:_____

NOTARY PUBLIC

My Commission Expires:

Tenant Initial DS Mechaela E Simmons

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Landlord signing page

WITNESSES
As to Landlord:

_____
(Witness Signature)

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Witness Printed Name)

Landlord:
MACON COMMERCIAL LLC

By:_____

Name: Ariel Yisraelian

Title: MGR

STATE OF ARKANSAS

COUNTY OF _____ }

The foregoing Commercial Business Lease was acknowledged before me this _____day of _____, 2023, by Ariel Yisraelian, as Manager of MACON COMMERCIAL LLC, a Arkansas limited liability company, freely and voluntarily under authority duly vested in him by said company and that the seal affixed thereto is the true corporate seal of said company. He is personally known to me or has produced his drivers license as identification.

Printed Name:_____

NOTARY PUBLIC

My Commission Expires:

Tenant Initial DS Mackala E Israelian

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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: Veronica Simmons Date: 7/5/24

Business Name: V22 Hookah Inc

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

This 5 day of July, 20 24

Tacia Goodwyn 9/4/2027

NOTARY PUBLIC MY COMMISSION EXPIRES

TACIA GOODWYN NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 04, 2027

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: Veronica Simmons Date: 7/5/24
(If different from Agent)

Title: Owner

Business Name: V22 Hookah Inc.

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

This 5 day of July, 20 24

Tacia Goodwyn 9/4/2027

NOTARY PUBLIC MY COMMISSION EXPIRES

TACIA GOODWYN NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 04, 2027

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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: Veronica Simmons Date: _____

Business Name: V22 Hookah Inc.

I hereby certify that Veronica Simmons (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 16 day of September, 2024

Tacia Goodwyn
Notary Public

TACIA GOODWYN NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 04, 2027

Sept 4, 2027
My Commission Expires

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: Mechaela E. Simmons Date: 9/6/24
(If different from Agent)

Title: _____

Business Name: V22 Hookah Inc

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

This 16 day of Sept, 2024

Tacia Goodwyn
Notary Public

TACIA GOODWYN NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 04, 2027

Sept 4, 2027
My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Veronica Michelle Simmons

Business Address: 3555 Mercer University Dr. Ste 101-5 Macon Ga 31216

***Instructions*:**

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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.

Veronica Michelle Dawson — 9/4/24

Applicant/Agent Signature — Date

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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 schedulean 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.

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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: Veronica Michelle Simmons

Business Address: 3555 Mercer University Dr. Ste. 1015 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: 08/28/24

☐ **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: 8/28/24

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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
Veronica Simmons	Veronica Simmons	7/5/24

Rev. 9/2020

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Alcohol License Questionnaire

Name of Business: V22 Hookah Inc
Owner's Name: Veronica Simmons
Address: 3555 Mercer University Dr. Ste 101-5
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? $ N/A

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

Please circle one: Relation, see below (No Relation)

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

Veronica Simmons — Printed Name of Person Completing Form

Veronica Simmons — Signature of Person Completing Form

7/5/24
Date

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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: Vzz Hookah Inc.

Business Address: 3555 Mercer university dr Ste 101-5 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

Veronica Simmons
Applicant/Agent Signature

7/5/24
Date

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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 #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Veronica Simmons

2. Name of the subject of this Certificate, if different from the applicant:
V22 Hookah Inc.

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

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

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

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

Veronica Simmons
Print and Sign Name

Sworn to and subscribed before me this
5 day of July, 2024

Notary Public
My commission expires: 9/4/2027

TACIA GOODWYN NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 04, 2027

Rev. April 2022
See O-22-0011

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9/7/24, 5:56 PM

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Macon Commercial llc

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

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

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

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

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

Lipaz Yisraelian
Print and Sign Name

Sworn to and subscribed before me this
09 day of Sep, 2024.

Notary Public
My Commission Expires: 12/15/2024

LIPAZ YISRAELIAN
Notary Public-State of Florida
Commission # HH 72194
My Commission Expires
December 15, 2024

Rev. April 2022
See O-22-0011

https://mail.google.com/mail/u/0/#search/label%3Aunread/FMfcgzQVzXVPjzcZtSkBDJQDzSBQPlbW?projector=1&messagePartId=0.1 1/1

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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: Veronica Simmons – Fingerprints Completed: 10.15.2024

Business Name: VZZ Hookah Inc

Business Address: 3555 Mercer University Dr Ste 101-5, Macon GA 31204

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

Granted DocuSigned by: 10/18/2024
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted
Mayor, Macon-Bibb County, Georgia **Date**

Denied
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 5A80773D-06F6-4CFC-B319-1280C4B3094E

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 12/3/2024 (Date) SD (Initials)

Comments

Upon review, legal recommends approval.

Initials

Initial
SF
Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

ADDED TO THE DECEMBER 16, 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**	☐ 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.

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

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 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 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.

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

BUSINESS

Federal Tax ID #: 873056508 State Tax ID#: 20270990937

Business Name: Bombay Curry Corporate and Trade Name: Dream SAJ Corporation

Local Business Address: 3892 Bloomfield Village Dr. Macon GA 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3892 Bloomfield Village Dr. Macon GA 31206
(City State Zip)

Local Business Phone #: 4784443401 Email Address: bombaycurryga@gmail.com

Contact Person: Mohammad Jewel Contact Phone #: 4706454824

AGENT

Agent's Name: _____ Agent's Title: _____

Date of Birth: _____ Social Security Number: _____

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

Home Phone #: _____ Email: _____

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Mohammad Jewel Title: Owner

Home Address: 300E Chambers cove Dr City: Macon State: Georgia Zip: 31206

Home Phone #: 4706454824 Email: bombaycurryga@gmail.com

Mailing Address: 3892 Bloomfield Village Dr. City: Macon State: Georgia Zip: 31206

Rev. 08/23

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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):	Mohammad Shah Ainuddin Jewel		
Home Address:	300E Chamberlain Cove Dr. Macon GA 31206		
Sex	Race	Date of Birth	Social Security Number
Male	Asian	[redacted]	

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

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

Signature _____ Date 03/21/2024

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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: Bombay Curry

Printed Name of Applicant: Mohammad Jewel

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27th DAY OF March, 2024

Adam Landin
NOTARY PUBLIC

8/27/27
MY COMMISSION EXPIRES

Adam Landin
Notary Public
Bibb County, GA
My Commission Expires: 08/27/27

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

SAVE

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:	0024109174701WN
Class of Admission (COA) Code:	E37
Country of Birth:	BGD - BANGLADESH
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Mohammad Shah Ainuddin Jewel
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	04/18/2024
Initiated By:	JREN0851
Point of Contact Name:	Jennifer Renfroe
Point of Contact Phone Number:	(478) 310-3576
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

MEASUREMENT FORM

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

APPLICANT: MOHAMMAD JEWEL

PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 3892 BLOOMFIELD VILLAGE DR.

BUSINESS NAME: BOMBAY CURRY

To Be Completed by County Engineer

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

X *Comply* ____ *Does not comply*

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

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

__ Yes ____No _X__Not Applicable

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

Date: 1/17/2023

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

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

CONSUMPTION ON PREMISES

(Bar – Resturant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Bombay Curry

#3892* Bloofield Village Drive

13,100' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

1,850' — MHA housing unit property line

Maple Court

OK!

Paul J. Hoinowski

January 13, 2023

* #3892 is on the building and on this applicatio
The building is the westmost building in the shopping center occupying the Q-Public parcel label #3810.

PJH.

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
115816	535149	Print Legal Ad-IPL01658990 - IPL0165899		$46.36	1	29 L

Attention: Mr. Mohammad Jewel
BOMBAY CURRY 894144
3892 Bloomfield Village Dr
Macon, Georgia 31206

bombaycurryga@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER/WINE, On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the April 2, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Dream SAJ Corporation/Bombay Curry, 3892 Bloomfield Village Dr. 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 March 26, 2024. Mohammond Jewel, Applicant
IPL0165899
Mar 26,Apr 2 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:
03/26/24, 04/02/24

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 Demps

Sworn to and subscribed before me this 2nd day of April in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2022-0045 **PERMIT TYPE:** PU	**DATE OF ISSUE:**	01/18/2022
ISSUED TO NAME:	Mohammad Jewel, Bombay Curry Restaurant		
OWNER'S NAME:	SERENA INVESTMENTS INC		
PROPOSED USE:	Commercial, Industrial or Institutional Use		
ADDRESS OF PROPOSED USE:	3810 BLOOMFIELD VILLAGE DR (AKA 3892 Bloomfield Village Dr)		
NEW CONSTRUCTION:	No		
STRUCTURE TYPE:	Existing,		
MAP/PARCEL:	M083-0247	**ZONING DISTRICT:**	C-2—General Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant in an existing multi-tenant commercial building. No alcohol sales authorized by this permit. No outside storage or sales authorized. No signage authorized by this permit; signage shall require separate zoning permit. Subject to requirements of the Macon-Bibb License Office and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 07/18/2022 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. **This permit expires six (6) months from date issued unless construction or use is begun.**

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**DREAM SAJ CORPORATION**	Control Number:	**21241491**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Full-Service Restaurants**
Principal Office Address:	**3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA**	Date of Formation / Registration Date:	**9/10/2021**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MOHAMMAD JEWEL**

Physical Address: **3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA**

County: **Bibb**

OFFICER INFORMATION

Name	Title	Business Address
MOHAMMAD JEWEL	CEO	3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA
MOHAMMAD JEWEL	CFO	3892, BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA
MOHAMMAD JEWEL	Secretary	3892, BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: 1/5/2023 1:19:15 PM

BUSINESS INFORMATION	
CONTROL NUMBER	21241491
BUSINESS NAME	DREAM SAJ CORPORATION
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/05/2023
ANNUAL REGISTRATION PERIOD	2023, 2024

PRINCIPAL OFFICE ADDRESS	
ADDRESS	3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
MOHAMMAD JEWEL	3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA	Bibb

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
MOHAMMAD JEWEL	CEO	3892 BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA
MOHAMMAD JEWEL	CFO	3892, BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA
MOHAMMAD JEWEL	SECRETARY	3892, BLOOMFIELD VILLAGE DRIVE, MACON, GA, 31206, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Mohammad Jewel
AUTHORIZER TITLE	Authorized Person

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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: Bombay Curry Name of Corporation: Dream SAJ Corporation

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

Individual:

Name and Title: Mohammad Jewel Telephone Number: ( ) 4706454824

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

Residential Street Address: 300E Chambers Cove Dr. Macon

Mailing Address: 3892 Bloomfield Village Dr. Macon 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: _____
  - Member holdings___% of all outstanding membership interests
- ☑ Privately Held Corp./Company
  - Corporate Officer: Yes☑ No☐
  - Shareholder holding 100 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - Corporate Officer: Yes☐ No☐
- ☐ Other
  - Other person exercising operational authority over the entity: _____

Rev. 9/2020

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Mohammad Last Name: Jewel

Home Address: 300 E Chamber's Cove Dr. City: Macon State: GA Zip: 31206

Home Phone #: 4706454824 Email: bombaycurry9a@gmail.com

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

Mailing Address: 3892 Bloomfield Village Dr. 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.

Current Color photograph of applicant.

$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Applicant's Signature — Date: 3/27/24

I hereby certify that Mohammad Jewel 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 27th day of March, 2024

adam Landi
Notary Public

Adam Landin
Notary Public
Bibb County, GA
My Commission Expires: 08/27/27

8/27/27
My Commission Expires

Rev. 7/2021

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MOHAMMAD JEWEL

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

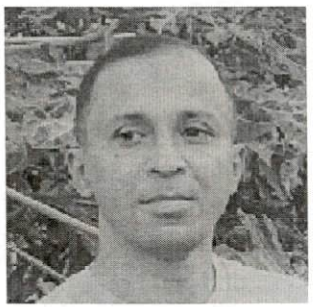
Date: 2023-01-10

Serial No.

cert_5b52jnbq

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

Mohammad Jewel



AH001322

ALCOHOL HANDLER

EXP: 12/31/2024

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

FICKLING & COMPANY INC., REALTORS
REAL ESTATE SALES, RENTALS, COMMERCIAL
LEASES, AND DEVELOPMENT
577 MULBERRY STREET
MACON, GEORGIA 31201

Lease for Space in Strip Shopping Center

GEORGIA...BIBB....COUNTY

1. **PARTIES**: This INDENTURE OF LEASE made and entered this 1st day of OCTOBER, 2021 by and between **Serena Investment, Inc.** hereinafter called "Lessor": and **Mohammad Jewel and Shorab Khan** hereinafter called "'Lessee 1 & 2" correspondingly. .

2. **PREMISES**: WITNESSETH: That Lessee has this day rented from Lessor and Lessor has rented to Lessee the following described premises in **Bibb** County, Georgia,

   Existing retail space comprising approximately **3,300** square feet and known as **3888, 3892, 3896 Eisenhower Parkway, Macon, Georgia**.

3. **TERM**: A term of **Five (5)** years commencing **October 1, 2021** and ending **September 30, 2026** to be used for no other purpose than a resturant.

4. **BASE RENTAL:** Lessee agrees to pay a base rental of **Four Thousand ($4,000.00) per month in advance, beginning October 1, 2021 and continuing for six (6) months' until and including March 31, 2022. Beginning April 1, 2022 base rent will increase to Four Thousand Five Hundred ($4,500.00) per month until and including September 30, 2022. Beginning October 1, 2022 base rent will increase to Five Thousand ($5,000.00) per month until and including September 30, 2026.**

4-A. **Tenant reserves the right to extend the Lease for Two (2) additional Five (5) year period upon 90 days written notice prior to the lease ending date to Landlord. Annual rent for the first year of such renewal period shall start at $100 more than the then current annual rent and shall increase by $100 per month on the annual anniversary of each lease year of the renewal period; thus being the monthly rent for the Final month of the 10-year period will be Six Thousand Dollars ($6,000).**

5. **ADDITIONAL RENTAL**: See Exhibit(s) A which are attached and by reference hereto are made a part hereof.

6. **ACCEPTANCE OF PREMISES:** Lessee hereby acknowledges that he has inspected the demised premises and that they are in satisfactory condition and that no representation or warranty as to the condition of the premises has been made to him by Lessor, his agent or employee, or by any other person. Lessor makes no warranty whatsoever as to the present condition of the premises.

7. **REPAIRS BY LESSOR:** Lessor covenants and agrees at his expense to make structural repairs to the exterior of any building which comprises all or a portion of the demised premises, or of which the demised premises are a part, including structural repairs to the foundation, sub-flooring, roof, and exterior walls; to keep the roof in good repair, (whether or not the repairs be structural); to keep in good operating condition those portions of such electrical, water, and other utility lines now serving such building that lie outside of the exterior walls of said building; and to keep in good repair any paved parking area now in the demised provided, however, that no obligation of Lessor to repair shall arise until 48 hours after Lessee has notified Lessor in writing of the need for such repairs. Nothing contained herein shall be construed as obligating Lessor to repair or replace any glass or plate glass whatsoever or to repair any defects in existence on the date of this lease. In the event that Lessee constructs or erects any improvements on the demised premises, Lessor shall have no obligation whatsoever to repair, maintain, or replace the same.

8. **CLEANING AND REPAIRS BY LESSEE:** Lessee agrees at his expense, to keep clean and in good order and repair all parts and portions of the demised premises excluding only such repairs as Lessor is specifically obligated to make hereunder. Lessee's

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obligation to repair shall include the obligation to maintain, service, and replace. Without limiting the generality of the foregoing in any way, Lessee expressly agrees that such obligation to repair, maintain, service, and replace shall extend to all heating, electrical, air conditioning, sprinkling systems, plumbing fixtures and sewerage pipes, being responsible for all damages to the property of Lessor's other Lessees in said building caused by the overflow or breakage of any pipes in said premises during the term of this lease, to all elevators, to all exterior and/or interior doors, all door closers, and frames, and to all mechanical equipment of any nature located upon the demised premises, and that his obligation to keep in good order and repair shall include all necessary painting. Lessee's obligation to repair shall include any heating and air conditioning system, or portion thereof, which is designed primarily to serve the demised premises, even though located outside of the demised premises.

9. **APPROVAL OF ALTERATIONS:** Lessee shall have no right to alter, remodel, or improve the interior or exterior of the premises in any way without first obtaining the written consent of Lessor.

10. **TERMITES, RODENTS, AND PESTS:** Lessor shall, at his expense, keep the demised premises free from termites, powder post beetles, and similar wood destroying insects. Lessee shall at his expense keep the demised premises free from all other insects, rodents, and pests.

11. **DAMAGE CAUSED BY FAULT OF LESSEE**: Anything to the contrary notwithstanding and without in any way limiting Lessee's legal liability, Lessee shall be fully liable for any damages caused by his own negligence or fault or that of his agents, employees, customers, or invitees, even though Lessor would otherwise be required to repair the same.

12. **RELEASE AND INDEMNITY:** Lessee hereby releases Lessor and Fickling & Company Inc., and the officers, agents and employees of either from any and all liability for injury or damage to his person or property arising from any cause whatsoever on or about the demised premises or on or about the Lessor's property of which the demised premises are a part. Lessee hereby agrees to indemnify and hold harmless Lessor, and Fickling & Company Inc. Inc. and the officers, agents and employees of either, from and against any and all liability for damage to person or property of any person whatsoever arising on the demised premises or from Lessee's use of the premises or caused by the negligence or intentional fault of Lessee, its officers, agents, servants, customers or invitees. Anything to the contrary herein notwithstanding, this paragraph shall not indemnify or hold harmless the promisee or indemnitee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the promisee, his agents, or employees or indemnitee. This paragraph shall also be inapplicable to the extent any injury or damage is caused by the intentional fault of the promisee or indemnitee. The provisions of this paragraph shall control any provision in this lease which would otherwise require Lessor to repair any damage.

13. **SURRENDER OF PREMISES:** At the end of the term, Lessee shall surrender the demised premises in as good condition as they are now excepting only fair wear and tear, and such defects as Lessor is expressly obligated hereunder to repair. All alterations and improvements, except trade fixtures put in at Lessee's expense, shall be surrendered with the premises.

14. **CASUALTY, CAUSES BEYOND LESSOR'S CONTROL AND EMINENT DOMAIN:** In the event that the demised premises or the building in which they are located are damaged or destroyed; or Lessor is prevented by any cause beyond his control not specifically mentioned herein from giving possession of all or a portion of the demised premises for all or any portion of the term, this lease shall remain in full force and effect. In such event the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby, but Lessor shall not be liable for any damages occasioned thereby. In the event of any such damage or destruction, Lessor shall restore the premises and/or the building within a reasonable time or may, at its option, cancel this lease if, in Lessor's reasonable estimation, the results of such damage or destruction cannot be materially restored within 90 days of the occurrence of the same. Lessor must exercise its option to cancel by written notice to Lessee given within 90 days of the occurrence of such damage or destruction. In the event that all of the demised premises or the building or such portion thereof as renders them worthless or substantially worthless for the uses permitted hereunder, is taken through exercise of the power of eminent domain or sold to the possessor of such power under threat of its exercise, this lease shall terminate. If any lesser portion is so taken or sold, the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby.

15. **UTILITIES, TAXES AND GARBAGE:** Lessee shall pay all bills for electricity, water, heat, gas, power, garbage collection, any other utility, and television cable service which may be incurred in the use of the demised premises. Lessor shall pay all ad valorem taxes assessed against the demised premises, except that Lessee shall pay such taxes to the extent that they are attributable to alterations or improvements by Lessee.

16. **COMPLIANCE WITH LAW AND INSURANCE REQUIREMENTS:** Lessee shall comply with all laws, ordinances, rules, and regulations of all governments and all governmental agencies. Lessee agrees not to have the premises unoccupied nor commit or permit any act which will vitiate the fire and/or other casualty insurance on the premises or increase the rate.

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17. **ENTRY BY LESSOR:** Lessee shall have full control and possession of the premises; however, Lessor shall have the right to enter at reasonable times to inspect the premises and make repairs including the right to make repairs and replacements which the Lessee is obligated to make and to charge the cost to the Lessee.

18. **SIGNS:** Lessor hereby reserves all advertising and sign privileges on the roof of any building comprising all or a portion of the demised premises or of which the demised premises are a part. Lessee shall have no right to install any sign on any portion of the demised premises, unless the written approval of Lessor be first obtained. Any sign installed by Lessee must be maintained in good condition throughout the term of this lease. Lessor shall have the privilege of carding the premises "For Lease" or "For Sale" at any time within 90 days previous to the expiration of this lease and the right during said time to exhibit and show the premises during reasonable hours or upon six hours notice to Lessee.

19. **NATURE OF LEASE:** Regardless of the length of the term hereof, this agreement shall create the relationship of Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, which is not subject to levy and sale and is not assignable by Lessee, except as expressly set forth in the next paragraph hereof.

20. **LEASE NON-ASSIGNABLE:** Lessee has no right or power to assign, mortgage, or pledge this lease, or to sublet the whole or any part of the premises for all or any part of the term hereof, or to place any Lessee, sub-Lessee, or licensee upon said premises without first obtaining the written consent of Lessor.

21. **LESSEE HOLDING OVER:** If Lessee remains in possession of the demised premises after the expiration of the term hereof with the acquiescence of Lessor and without any distinct agreement between the parties, Lessee shall be a Lessee at sufferance and there shall be no renewal of this lease by operation of law.

22. **WAIVER OF HOMESTEAD:** Lessee hereby waives all right to the benefit of any and all homestead or exemption laws and conveys and assigns to Lessor or his assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and damages owed hereunder by Lessee to Lessor, and Lessee hereby directs the trustee in bankruptcy to deliver to Lessor a sufficient amount of any property or money claimed as exempt to pay such amounts and damages in full.

23. **DEFAULT AND REMEDIES:**

A. If Lessee:

1. shall fail to pay any rent on or before the due date (specifically including any additional rentals specified herein) or
2. shall make an assignment for the benefit of his creditors, or
3. shall be adjudged as bankrupt by any court, voluntarily, or involuntarily, or
4. have a receiver or trustee appointed to take charge of custody of all or any portion of Lessee's property, voluntarily or involuntarily, or
5. shall assign, mortgage or encumber this lease or sublet the whole or any part of the demised premises in violation of the terms of this lease, or
6. shall vacate or fail to occupy the premises for more than thirty (30) days, or
7. shall fail to perform or observe any other covenant, agreement, or requirement of this lease not previously mentioned in this paragraph and such failure continue for 20 days after written notice is given by Lessor to Lessee.

Lessor shall have the right, at his option, to declare the rental payments (including any additional rentals) for the entire team of this lease to be immediately due and payable and/or immediately repossess the premises and remove therefrom Lessee, his agents, employees, servants, licensees, and other persons and any and all property, with or without legal process, and/or to relet the premises for the account of Lessee, charging the Lessee for the difference between the rent specified in this lease over the amount of rental that can be obtained through reasonable diligence by such reletting and/or to declare this lease void. No action taken by Lessor in the event of default shall relieve Lessee from his obligation to pay rent as specified in this lease agreement.

B. In the event of any default by Lessee, calculations of the damages payable to Lessor shall not be limited to the fixed rental specified herein but shall also be calculated on the amount of any additional rental specified herein that would have been payable to Lessor if any business permitted under the terms of this lease had been operated with reasonable diligence from the premises.

C. In the event of any default by the Lessee, Lessee shall pay to Lessor, in addition to all other damages, a sum equal to 15% of such other damages as a reasonable attorneys' fee.

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D. All remedies specified herein are in addition to any and all others authorized by law or in equity.

24. **NOTICES**: Whenever any notice, request, or demand is required or permitted under this lease, the same shall be in writing and may be served by depositing the same postpaid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail, and addressed to the Lessor, c/o Fickling & Company Inc., P. O. Box 310, Macon, Georgia 31298 or the Lessee at the following address:

or at such other address that either party may hereafter furnish to the other in writing to be used as the address under this section.

25. **EFFECT OF TITLES**: The titles placed on this lease are for convenience only and shall be disregarded in construing this lease.

26. **SUCCESSORS:** The agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, devises, legatees, next-of-kin, successors and assigns, provided, however that the provisions of the paragraph entitled "Lease Non-Assignable" shall control this paragraph, and Fickling & Company Inc., its successors and assigns shall be a third party beneficiary hereof.

27. **AGENCY AND AGENTS' COMPENSATION**: FICKLING & COMPANY INC. HAS ACTED AS AGENT FOR THE LESSOR IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY LESSOR. FICKLING & COMPANY INC. HAS NOT ACTED AS AGENT IN THIS TRANSACTION FOR THE LESSEE.

Lessor hereby irrevocably appoints Fickling & Company Inc. its agent under this lease and directs that all rental hereunder to be paid to it. At the discretion of Fickling & Company Inc., any and/or all escrowed funds may or may not be placed in an interest bearing account. Any interest earned on such funds and/or account is to be credited to the Broker in order to perform all of Lessor's obligations hereunder at Lessor's expense. Lessor releases Fickling & Company Inc., its officers and agents, from liability for an act or omission taken by it as such agent unless taken in bad faith.

Lessor agrees to pay Fickling & Company Inc. on the first day of the term a procurement fee as follows:

(i) If the Term is less than one (1) year, the procurement fee will be equivalent to one-half the first month's base rental (and an additional one-half of the twelfth month's base rental if the lease remains in effect to that time); (ii) If the term is equal to or more than one (1) year but less than three (3) years, the procurement fee will be equivalent to the first full month's base rental. (iii) If the term is equal to three (3) years but less than five (5) years the procurement fee will be equivalent to one and one-half (1 1/2) times the first months' rental, (iv) If the term is equal to or greater than five (5) years the procurement fee will be two times the first month's rental. On renewals the procurement fee will be one-half (1/2) month's rental for leases up to three (3) years and one (1) month's rental for three (3) years or longer. If the base rent varies during the term, the procurement fee will be calculated on the average base rental.

Lessor further agrees to pay to Fickling & Company Inc. on the first day of each month during the term and any renewals, a rental commission equal to 6% of the total monthly rental (including base rental and additional rentals). Lessor and Lessee agree that the agency of Fickling & Company Inc. is coupled with an interest and that Fickling & Company Inc. is a third party beneficiary of this contract and may bring suit in its own name and that no modification or termination of the lease shall adversely affect its right hereunder unless made with its written consent or unless occurring pursuant to paragraph II hereof. If the lease is terminated solely because of the fault of the Lessee, Lessor shall be relieved of liability for Fickling & Company Inc.'s commission and Lessee shall be liable for the same. In the event that Lessee acquires title to the Premises, or any part thereof, or any other premises as an expansion of, addition to, or substitution for, the Premises, at any time during the term of this Lease, any renewals thereof, or within six months after the expiration of the term hereof or the extended term hereof, then Lessor shall pay Agent a commission on the sale of the Premises in lieu of any further commissions which otherwise would have been due under this Lease. Such commission, as negotiated between parties, is to be N/A .

Lessor shall be personally liable (even though its liability hereunder may otherwise be limited) to Fickling & Company for the payment of its commission and shall remain liable even though he sells the property, and in addition any future owner shall be

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liable for the same. In the event that Lessor and Lessee or the successor of either or both extend this lease or enter into a new or renewal lease at the expiration of this lease that includes all or any part of the demised Premises, Fickling & Company Inc. shall be deemed the procuring cause of the same and the Lessor thereunder shall pay to Fickling & Company Inc. its procurement fee and rental commission and this paragraph (24) shall be deemed to be incorporated into such extension, new or renewal lease.

28. **COMMON AREAS**:

A. The common areas are those areas in the Shopping Center intended for the non-exclusive use of the Lessees in the Shopping Center and their agents, employees, customers and invitees and such other persons as Lessor may designate. Lessor shall be responsible for maintaining, cleaning and repairing the common area and the lighting of them during reasonable business hours.

B. So long as Lessee is not in default hereunder. Lessee shall be entitled to the use of the common areas in common with other Lessees of the Shopping Center and their respective employees, agents, customers and invitees. Lessee shall neither encumber nor obstruct the sidewalks or other common area adjoining the Premises nor allow the same to be obstructed in any manner, including, but not limited to, the use of same for displays, portable signs, advertising or the sale of merchandise. Also Lessee agrees that its use of the common areas of the Shopping Center will be in accordance with such rules and regulations as may be promulgated by the Lessor from time to time.

C. Unless the effect thereof is to deprive Lessee of access to a public street or to reduce (other than during the construction period) the number of parking spaces (including those located in any expansion of the common areas) below the number then approved by the Macon-Bibb County Planning and Zoning Commission or its successor, Lessor shall have the right

(1) To alter, change the location of, close or erect improvements on, any portion of the common areas, and/or

(2) To expand the Shopping Center (either by adding improvements within its existing boundaries or by expanding it onto contiguous property) and to grant to the Lessees in the expanded portion the right for themselves and their employees, agents, customers and invitees to use the common areas.

29. **LESSEE LIABILITY INSURANCE**: Lessee agrees to maintain public liability insurance with a single limit of not less than $1,000,000.00 with a company approved by Lessor. Such insurance shall be written in such form as to protect Lessor, Lessee, Fickling Management Services, LLC, and their officers, agents and employees, from liability and to name them as additional insured and as to require ten days written notice to Lessor before cancellation, change of any party protected therein, or non-renewal. Lessee shall furnish to Lessor upon demand, and from time to time, certificates evidencing the existence of such insurance and/or copies of the policies.

30. **INABILITY TO DELIVER**: If for any reason whatsoever, whether or not attributable to the fault of the Lessor, Lessor is unable to deliver possession of the demised premises to the Lessee at the commencement of the term of this lease, Lessor shall not be to liable Lessee in any way for damages and this lease shall not terminate; however, Lessee shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Lessee, and the term of this lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.

31. ~~**BUSINESS HOURS**: Lessee agrees to maintain minimum business hours from _____ a.m. to _____ p.m., _____ days per week (Monday through _____, which minimum business hours may be reduced, increased, or modified by rules and regulations reasonably imposed by Lessor. Lessee shall further use the Premises in accordance with the Rules and Regulations from time to time adopted by Lessor and in such manner as will not interfere with or infringe on the rights of other Lessees in the Shopping Center. Lessee shall not use or occupy the Premises in violation of any law, ordinance, regulation or other governmental directives having jurisdiction thereof. During the term hereof, Lessee shall be in continuous use, occupancy and operation of the entire Premises and shall not vacate or abandon the same.~~

32. **SECURITY DEPOSIT**: Lessee has deposited with the Lessor the sum of **$ N/A** to be held by Fickling & Company, without liability for interest as security for the faithful performance of Lessee of all of the terms, covenants and conditions of this lease. Should any rent or any other amount due Lessor hereunder be overdue and unpaid, then Lessor may, at its option, appropriate and apply all or a portion of said deposit to the payment of any overdue rent or other amount. Lessee shall, upon written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security deposit to its original sum, at any time Lessor makes such appropriation.

33. **RULES AND REGULATIONS**: Lessee shall observe faithfully and comply strictly with the Rules and Regulations as Lessor

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may from time reasonably adopt for the safety, care and cleanliness of the Shopping Center or the preservation of good order therein. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other Lessee in the building or Shopping Center.

34. **LATE CHARGES:** If the rent payable for any month is paid and accepted after the tenth day of the month, a late charge fee of **10%** will be due, one-half of which shall be retained by Fickling & Company Inc.

35. **SUBORDINATION AND ESTOPPEL CERTIFICATES**: Lessee agrees to subordinate this lease to the operation and effect of any security deed or similar instrument which may now or hereafter exist on all or any portion of the Shopping Center, provided that any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Lessee as its Lessee and not disturb Lessee's quiet possession of the premises. Lessee further agrees to execute such certificates relating to the form or status of the lease as any such holder may reasonably request.

36. **ATTORNMENT**: In the event that title to the Shopping Center and/or the demised premises is acquired by any other person. Lessee agrees to attorn to, and recognize as Lessor, any such successor in title and to execute any document which may be proper to evidence the same.

37. **LIMITATION ON LESSOR'S LIABILITY:** It is understood and agreed that Lessor shall have no personal liability in respect to any of the covenants, conditions or provisions of this lease; in the event of a breach or default by Lessor of any of its obligations under this lease. Lessee shall look solely to the equity of the Lessor in the Shopping Center.

38. ~~**IMPROVEMENTS BY LESSOR:** Lessor agrees at its expense to make the improvements to the demised premises shown on Exhibits _____ which are attached hereto.~~

39. **SPECIAL STIPULATIONS:**
The following special stipulations are a part of this lease and in the event of conflict, their terms shall control any provision set forth in the printed portion of the lease.

1) Lessee will have the first two months of the lease up to November 30, 2021 at no charge. October, 2021 and November 2021 will be rent at no charge and rent will begin December 1, 2021 per section 4 of the lease.

2) This Lease, regardless of any acceptance by any parties. will be enforceable only if the following items have no defect and need no repairs by October 1, 2021. The items are as follows: Load-bearing floor to ceiling interior walls, Load-bearing exterior walls, joists, support beams and support columns or the parts of the premises that support the weight of the building, the entirety of the roof structure and the lack of any water leak from roof, and any and all other brick structure in the premises. This lease, regardless of any signatures or acceptances by any parties, will be null and void if any structural repairs are not completed and still need to be done for the above-mentioned items on October 1, 2021.

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

Serena Investments, Inc.
Rafiq Khoja

Lessor Rafiq Khoja
Date: 10-1-21

Mohammad Jewel - Lessee

Lessee Mohammad Jewel
Date: 10-1-21

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Bombay Curry

Business Address: 3892 Bloomfield Village Dr. Macon GA 31206

***Instructions*:**

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature	Date 4/18/2024

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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.

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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: BOMBAY CURRY

Business Address: 3892 Bloomfield Village Dr. Macon GA 31206

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

Code Enforcement Department Designee — Date: 04/04/2024

☑ **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: 4/18/2024

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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
	Mohamad Jawel	4/18/2024

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

Alcohol License Questionnaire

Name of Business: Bombay Cutery
Owner's Name: Mohammad Jewel
Address: 3892 Bloomfield Village Dr.
Macon GA - 31206

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

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

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

Please circle one: Relation, see below (No Relation)

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

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

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

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

Signature	Print Name	Date
	Mohammad Jewel	4/18/2024

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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: Bombay Curry

Business Address: 3892 Bloomfield Village Dr. Macon GA 31206

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

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

Applicant/Agent Signature

4/18/2024
Date

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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 #

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Mohammad Jewel, Business 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

N/A.

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

Mohammad Jewel
Print and Sign Name

Sworn to and subscribed before me this 27th day of March, 2024.

Adam Landin
Notary Public

Adam Landin
Notary Public
Bibb County, GA
My Commission Expires: 08/27/27

My Commission Expires: 8/27/27

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Mohammad Jewel (Owner)
2. Name of the subject of this Certificate, if different from the applicant: RAFIQ KHOJA (Property Owner)
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

RAFIQ KHOJA
Print and Sign Name

Sworn to and subscribed before me this 28 day of MARCH, 2024.

Notary Public
My commission expires:

MANDA PATEL NOTARY PUBLIC MY COMM. EXPIRES 02/16/2027 BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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: Mohammad Jewel – Fingerprints Completed: 4/29/2024

Business Name: Dream SAJ Corporation DBA Bombay Curry

Business Address: 3892 Bloomfield Village Dr Macon GA 31206

After investigation, I recommend that the license requested herein be: 5/4/2024

Granted DocuSigned by: _____
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414... _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

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 12/11/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

CK Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 88A3BD36-419C-4CBF-8189-E4F5AF202690

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2343	**PERMIT TYPE:** Permitted USe	**DATE ISSUED:** 09/04/2024
PARCEL NO: M0830247	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Mohammad Jewel Dream SAJ Corporation	
PROPOSED USE:	Alcohol Sales Consumed on Premises (CoP) Bombay Curry restaurant	
ADDRESS OF PROPOSED USE:	3810 BLOOMFIELD VILLAGE DR AKA 3892 Bloomfield Village Dr	
PROPERTY OWNER'S NAME:	SERENA INVESTMENTS INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, Bombay Curry is granted approval to add alcohol consumed on premise to the existing restaurant. 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. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the zoning office. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/04/2025

APPROVED BY: Butch Sementelli

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

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

ADDED TO THE DECEMBER 16, 2024 PRE-COMMISSION AGENDA

Business Information

Business Name: SHIVOHUM PARAMOUNT LLC
DBA Name: RIVERSIDE MOBIL
Business Type: LLC

Address Information

Location Address: 2900 RIVERSIDE DR MACON GA 31204-1244

Alcohol License Information

License Type: Retail
Start Date: 11-12-2024
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

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

Licensee Information

Licensee Type: Business
Licensee Name: SHAH, NEAL

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
SHAH, NEAL A.	Both
SHAH, NEAL A.	Both

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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.

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

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 93-2072873 State Tax ID#: 202896976 26

Business Name: Shivchum Paramount LLC Corporate and Trade Name: Riverside Mobil

Local Business Address: 2900 Riverside Dr Macon, GA, 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME
Street Address (City State Zip)

Local Business Phone #: 478-405-8400 Email Address: neal2698@gmail.com

Contact Person: Neal Shah Contact Phone #: 478-719-3577

AGENT

Agent's Name: Neal Shah Agent's Title: owner

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

Home Address: 156 Camden Trace City: Macon State: GA Zip: 31210

Home Phone #: 478-719-3577 Email: neal2698@gmail.com

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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):	NEAL ATUL SHAH		
Home Address:	156 Camden Trace, Macon, GA, 31210		
Sex	**Race**	**Date of Birth**	**Social Security Number**
M	Asian	[redacted]	

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

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

Signature _____ Date 11-7-24

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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: Shivohum Paramount LLC DBA Riverside Mobil

Printed Name of Applicant: Neal Shah

*Signature of Applicant: Neal Shah

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 08 DAY OF November, 2024

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

MEASUREMENT FORM

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

APPLICANT: NEAL SHAH

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2900 RIVERSIDE DR.

BUSINESS NAME: SHIVOHUM PARAMOUNT LLC DBA RIVERSIDE MOBIL

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

_X_Comply _ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 10/22/24

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

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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

Riverside Mobil
#2900 Riverside Drive

2,400' — SCHOOL GROUND property line
Rosa Taylor Elementary

2,750' — SCHOOL BUILDING
Rosa Taylor Elementary

8,200' — COLLEGE CAMPUS property line
Miller - Mott College

18,400' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

8,300' — PUBLIC LIBRARY or BRANCH building
Riverside Branch

7,150' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Northside Senior Village

2,800' — CHURCH (building)
Ingleside Baptist Church

2,550' — CHURCH GROUNDS
Ingleside Baptist Church

3,550' — M-B COUNTY RECREATION CENTER property
Theron Vasary Park Community Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a:
"Gas Station"

OK! JH
Paul J. Horinowski
October 18, 2024

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McClatchy

The Beaufort Gazette
The Belleville News-Democrat
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
127923	603540	Print Legal Ad-IPL01998720 - IPL0199872		$46.36	1	29 L

Attention: Neal Shah

Neal Shah
2900 Riverside Dr
Macon, GA 31204

neal2698@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer & Wine Packaged To Go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 27, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Shivohum Paramount LLC DBA Riverside Mobil, 2900 Riverside Dr, Macon, Ga, 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 20, 2024. Neal Shah, Applicant
IPL0199872
Oct 20,27 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:
10/20/24, 10/27/24

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 Demars

Sworn to and subscribed before me this 28th day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

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ZONING COMPLIANCE

PERMIT NO: ZC-2024-2744	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 10/21/2024
PARCEL NO: O0540152	**ZONING DISTRICT:** C-4	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Neal Shah Shivohum Paramount LLC DBA Riverside Mobil	
PROPOSED USE:	Change of ownership C-store w/ fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	2900 RIVERSIDE DR	
PROPERTY OWNER'S NAME:	DESAI ZEAL A	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-11-1652, approval is granted to change the ownership of an existing convenience store with fuel sales and alcohol packaged to go and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 10/21/2025

APPROVED BY: Thomas Meares

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.

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Shivohum Paramount LLC**	Control Number:	**23138006**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**2900 Riverside Dr, Macon, GA, 31204, USA**	Date of Formation / Registration Date:	**6/19/2023**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Neal Shah**

Physical Address: **995 Clairmont Pl, Macon, GA, 31204, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: Riverside Mobil Name of Corporation: Shivohum Paramount LLC

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

Individual:

Name and Title: Neal Shah, Owner Telephone Number: 478-719-3577

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

Residential Street Address: 156 Camden Trace, Macon, GA, 31210

P.O. Box Not Allowed (City State Zip)

Mailing Address: SAME

(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 (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 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: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Neal Last Name: Shah

Home Address: 156 Camden Tree City: Macon State: GA Zip: 31210

Home Phone #: 478-719-3577 Email: neal2698@gmail.com

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

Mailing Address: 156 Camden Tree City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

Applicant's Signature

11-8-24
Date

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

This 08 day of November, 20 24.

Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025
My Commission Expires

Rev. 7/2021

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

NEAL SHAH

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-11-12

Serial No.

cert_3ggwrf6y

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

Neal Shah



AH001426

ALCOHOL HANDLER

EXP: 12/31/2025

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LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered into as of November 1, 2024, by and between Zeal Desai, with an address of 2900 Riverside Dr, Macon, GA 31204 (the "Landlord"), and Shivohum Paramount LLC, with an address of 2900 Riverside Dr, Macon, GA 31204 (the "Tenant").

1. Premises:
The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the premises located at 2900 Riverside Dr, Macon, GA 31204 (the "Premises").

2. Term:
The term of this lease shall begin on November 1, 2024, and shall terminate on November 1, 2025, unless terminated sooner in accordance with the provisions of this Lease.

3. Rent:
The Tenant agrees to pay to the Landlord as rent for the Premises the sum of $5,000.00 per month on a triple net (NNN) basis. Rent shall be due on the first day of each month.

4. Triple Net (NNN) Terms:
In addition to the monthly rent, the Tenant shall be responsible for all costs associated with the Premises, including but not limited to property taxes, insurance, and maintenance expenses.

5. Use of Premises:
The Premises shall be used for lawful business purposes in compliance with applicable zoning and usage regulations.

6. Maintenance and Repairs:
The Tenant shall, at its own expense, maintain the Premises in good condition and make all necessary repairs, except for structural repairs, which shall be the responsibility of the Landlord.

7. Insurance:
The Tenant shall maintain, at its own expense, liability insurance and any other insurance required for its operations on the Premises. The Landlord shall maintain property insurance covering the building structure.

8. Utilities:
The Tenant shall be responsible for all utilities and services supplied to the Premises, including electricity, water, gas, and waste disposal.

9. Default and Remedies:
If either party defaults in the performance of any provision of this Lease, the non-defaulting party shall have the right to terminate this Agreement and pursue any other remedies available under the law.

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10. Governing Law:
This Lease Agreement shall be governed by the laws of the State of Georgia.

11. Entire Agreement:
This Lease Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

Landlord:
Zeal Desai Zeal Desai
Signature: _____
Date: 11/01/2024

Tenant:
Shivohum Paramount LLC
By: Neal Shah
Title: Owner
Signature: _____
Date: 11/01/2024

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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: Neal Shah Date: 11-8-24

Business Name: Riverside Mobil

I hereby certify that Neal Shah (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 08 day of November, 2024

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025
My Commission Expires

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: Neal Shah Date: 11-14-24
(If different from Agent)

Title: Owner + Agent

Business Name: Riverside Mobil

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

This 14 day of November, 2024

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025
My Commission Expires

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Shivohum Paramount LLC / DBA Riverside Mobil

Business Address: 2900 Riverside Dr, Macon, GA, 31204

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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

11-8-24
Date

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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 accordancewith 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.

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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: Shivohum Paramount LLC DBA Riverside Mobil

Business Address: 2900 Riverside Dr. Macon, GA. 31204

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

#7210

Code Enforcement Department Designee

11/07/2024

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

11-8-24

Date

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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
[signature]	Neil Shah	11-8-24

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Alcohol License Questionnaire

Name of Business: Riverside Mobil
Owner's Name: Neal Shah
Address: 2900 Riverside Dr
Macon, GA, 31204

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Neal Shah — Signature

Neal Shah — Print Name

11-11-24 — Date

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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: Riverside Mobil

Business Address: 2900 riverside dr, macon, GA, 31204

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

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

Applicant/Agent Signature

11-8-24
Date

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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 #

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Neal Shah, Business owner

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

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

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

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

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

Neal Shah
Print and Sign Name

Sworn to and subscribed before me this
07 day of November, 2024.

Jasmine Barnes
Notary Public
My Commission Expires: 03.11.2025

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Zeal Desai, Property Owner

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

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

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

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

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

ZEAL DESAI
Print and Sign Name

Sworn to and subscribed before me this
13 day of November, 2024

Notary Public
My Commission Expires:

OSWALD IMBERT
Notary Public, State of Florida
Commission# HH 420934
My comm. expires July 12, 2027

Rev. April 2022
See O-22-0011

Scanned with CamScanner

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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: Neal Shah – Fingerprints Completed: 11.15.2024

Business Name: Shivohum Paramount LLC DBA Riverside Mobil

Business Address: 2900 Riverside Dr Macon GA 31204

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

Granted DocuSigned by: David J. Davis 1C561778CDEE414... 11/25/2024
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 2894F61A-E3E5-4EE6-87A8-6C3CCCF6ECFA

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 12/11/2024 (Date) DS SF (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF

_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

ADDED TO THE DECEMBER 16, 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	Wine Tasting	$500
Sunday Sales	$300	Brown Bag	$0	Alcohol Beverage Caterer	$600
Temporary Alcohol License	✓ $100				
[redacted] 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.

$ _____ Alcohol License Fees + $400 Application Fee = $ [redacted] per Justin

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 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 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.

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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

BUSINESS

Federal Tax ID #: 33-1246529 State Tax ID#: _____

Business Name: HAT Partners LLC Corporate and Trade Name: Rocky's Liquor

Local Business Address: 1090 Eisenhower Parkway, Macon, GA 31206 (Suite B)
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1090 Eisenhower Parkway, Suite B, Macon, GA 31206
Street Address (City State Zip)

Local Business Phone #: 478-257-6410 Email Address: tusharujadiya@gmail.com

Contact Person: Tushar Ujadia Contact Phone #: 334-492-4026

AGENT

Agent's Name: Tusharkumar Ujadia Agent's Title: Manager

Date of Birth: [redacted] Social SecurityNumber: [redacted]

Home Address: 306 Veranda Lane City: Macon State: GA Zip: 31210

Home Phone #: 334-492-4026 Email: tusharujadiya@gmail.com

Mailing Address: 306 Veranda Lane City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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):	Tusharkumar Ramanbhai Ujadia		
Home Address:	306 Veranda Lane, Macon, GA 31210		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Male	Asian	[redacted]	

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

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

_____ 10/1/2024

Signature Date

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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):	Twinkle Ajitbhai Patel		
Home Address:	2400 Riverside Dr., Macon, GA 31204		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		[redacted]

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

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

T. A. Patel
Signature

10/1/2024
Date

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

	Employment (E) – Provides ***Georgia*** Criminal History Record Information
	Employment with Mentally Disabled (M) – Provides ***Georgia*** Criminal History Record Information
	Employment with Elder Care (N) - Provides ***Georgia*** Criminal History Record Information
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	Georgia CHRI attached/released

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	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

_____ _____
Agency Designee Signature and Title Date

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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: HAT Partners, LLC d/b/a Rocky's Liquor

Printed Name of Applicant: Tusharkumar Gadia

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17th DAY OF September, 2021.

[signature]
NOTARY PUBLIC

9/13/2026
MY COMMISSION EXPIRES

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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.

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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: HAT Partners, LLC d/b/a Rocky's Liquor

Printed Name of Applicant: Twinkle Patel

*Signature of Applicant: T. A. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1st DAY OF November, 2024.

NOTARY PUBLIC

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC GEORGIA BIBB COUNTY EXPIRES September 13, 2026

9/13/26
MY COMMISSION EXPIRES

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: DACA - Temporary Employment Authorized

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

SAVE Response Details

Case Verification Number:	0024312214830SW
Employment Authorization Document (EAD) Expiration Date:	03/24/2026
Provision of Law Code:	C33

Agency Submitted Details

Full Name:	twinkle patel
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	11/07/2024
Initiated By:	IHAL0956
Point of Contact Name:	Ian Hall
Point of Contact Phone Number:	(478) 310-2173
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

MEASUREMENT FORM

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

APPLICANT: JUSTIN HOLLINGSWORTH, ATTORNEY FOR HAT PARTNERS, LLC.

PROPOSED LICENSE: BEER, WINE AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 1090 EISENHOWER PARKWAY, SUITE B.

BUSINESS NAME: ROCKY'S LIQUOR

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

_X_Comply __ ___ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 7/23/24

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

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

MEASUREMENT FORM

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

APPLICANT: JUSTIN HOLLINGSWORTH, ATTORNEY FOR HAT PARTNERS, LLC.

PROPOSED LICENSE: BEER, WINE AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 1090 EISENHOWER PARKWAY, SUITE B.

BUSINESS NAME: ROCKY'S LIQUOR

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
_X_Comply ___ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
_____ Comply _____ Not Applicable __X___Unknown

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_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 7/23/24

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

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.
600' - school ground, school building, education building, or college campus. (revised8-23-23) PJH

Rocky's Liquor
#1090 Eisenhower Parkway

650' —— CHURCH BUILDING 300'

Word Study Christian Center

550' —— CHURCH PROPERTY

Pentecostal Temple Holiness Church

4,550' —— M-B COUNTY RECREATION CENTER property line

Frank Johnson Recreation Center

15,750' —— ALCOHOL TREATMENT CENTER building

River Edge - Emery Highway

10,750' —— PUBLIC LIBRARY or BRANCH building

Washington Library

1,025 —— MHA property line

Murphey Homes

1,150' —— SCHOOL GROUND property line 600'

Ballard-Hudson Middle School

1,550' —— SCHOOL BUILDING

Ballard-Hudson Middle School

1,550 —— EDUCATION BUILDING

Ballard-Hudson Middle School

4,450' —— COLLEGE CAMPUS

Mercer University - main campus

2,300' —— Existing PACKAGE STORE (1500'+ required)

Blue Moon Package Store

OK!
Paul J. Horinowski
July 9, 2024

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34460	572046	Print Legal Ad-IPL01829790 - IPL0182979		$45.00	1	30 L

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

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the July 19, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Hat Partners, LLC/Rocky's Liquor , 1090 Eisenhower Parkway 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 July 12, 2024. TusharKumar Ujadia, Applicant
IPL0182979
Jul 12,19 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:
07/12/24, 07/19/24

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 Jernagin

Sworn to and subscribed before me this 19th day of July in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2099	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 09/03/2024
PARCEL NO: P0910452	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	HAT Partners, LLC Rocky's Liquor	
PROPOSED USE:	Package Store	
ADDRESS OF PROPOSED USE:	1090 EISENHOWER PKWY STE B	
PROPERTY OWNER'S NAME:	Veraima, Inc	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing business and continue its operation as it is currently. No outside storage, expansion, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/03/2025

APPROVED BY: Butch Sementilli

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:	**HAT Partners, LLC**	Control Number:	**24116311**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**1090 Eisenhower Parkway, Suite B, Macon, GA, 31206, USA**	Date of Formation / Registration Date:	**6/12/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Tushar Ujadiya**
Physical Address:	**306 Veranda Lane, Macon, GA, 31210, USA**
County:	**Bibb**

Back Filing History Name History

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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: Rocky's Liquor Name of Corporation: HAT Partners, LLC

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

Individual:

Name and Title: Tusharkumar Ujadia, manager Telephone Number: 334-492-4026

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

Residential Street Address: 306 Veranda Lane Macon GA 31210

P.O. Box Not Allowed (City State Zip)

Mailing Address: 306 Veranda Lane Macon, GA 31210

(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 (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 Member(s): 3
- Member holdings 15 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Rocky's Liquor Name of Corporation: HAT Partners, LLC

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

Individual:

Name and Title: Twinkle Patel, Member Telephone Number: 478-951-8458

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

Residential Street Address: 2400 Riverside Dr. Macon GA 31204

P.O. Box Not Allowed (City State Zip)

Mailing Address: 2400 Riverside Dr. Macon 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 (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 Member(s): 3
- ✓ Member holdings 75 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of the 2nd day of October, 2024 by **VERAIMA INC.**, a Georgia corporation (referred to as "Landlord") and **HAT PARTNERS, LLC**, a Georgia limited liability company ('Tenant"). Landlord owns a building and other improvements (the "Improvements") on real property located at 1090 Eisenhower Parkway, Suite B, Macon, GA 31206 more fully described in Exhibit "A" attached hereto (which said premises together with the Improvements thereon are hereinafter the "Premises"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises on the terms and conditions set forth in this Lease.

1. **TERM**. The term of this Lease (the "Term") shall commence the later of the time Tenant has all permits needed for Tenant to operate its business (including alcohol licenses) (the "Commencement Date") and, unless sooner terminated in accordance with the terms hereof, end December 31, 2039 (the "Expiration Date"). If the first day of the Term shall be a day other than the first day of the calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month thereafter, so that the Term shall expire at the end of a calendar month.

2. **RENT.** Beginning on the Commencement Date and continuing for a period of two years or twenty-Four months, Tenant shall pay to Landlord "Base Rent" described below. The term "Lease Year" shall mean the period from the Commencement Date through the first December 31st following the Commencement Date, January 1st through December 31st for each subsequent full calendar year during the Term, and January 1st to the end of the Term for the final Lease Year.

(a) Rent. The minimum monthly rent payable throughout the first two years of the Term shall be $4,500.00. The remaining years will have a minimum monthly rent of $5,000.00 (aforementioned monthly amounts referred to as "Rent"). Rent shall be paid in advance on or before the first day of each calendar month during the Term, except for the first calendar month. Upon execution of this Lease, Tenant shall pay to Landlord Rent for the first full calendar month of the Term. If the first month of the Term shall be a partial month, Rent shall be prorated on a daily basis and the amount due for such partial month shall be paid on or before the first day of the first full calendar month following the Commencement Date.

(b) Late Charges. If Tenant fails to make any Rent or other payments required by this Lease to be paid to Landlord within ten (10) days after it is due, Landlord may elect to impose a late charge of ten percent (10%) of the overdue payment, to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

(c) Place of Payment. Tenant shall pay the Rent and other amounts required to be paid by Tenant hereunder to Landlord at the address for Landlord set forth on the last page of this Lease, or at such other place as Landlord may from time to time designate in writing.

(d) References to Rent. All references to "Rent" or "Rental" in this Lease shall mean Rent and all other payments required of Tenant under this Lease unless otherwise expressly

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specified.

3. SECURITY DEPOSIT. Landlord shall require Tenant to place with Landlord a security deposit of $\$$_____.

4. INSURANCE AND DAMAGE.

(a) Tenant shall be responsible for carrying liability and property insurance on the Premises as long as the lease is valid. Damages caused by fire or acts of God shall be repaired or replaced by Landlord unless caused by the gross negligence of the Tenant, and whether or not any insurance proceeds will be sufficient for the purpose. However, Tenant shall pay all costs of moving its property when required in connection with repairs of the Premises.

(b) Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises for claims for bodily injury, death and/or property damage, with a combined single limit of $2,000,000.00 per accident or occurrence (the "Liability Insurance Policy"). Lessor shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Lessor.

(c) Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease Liquor Liability insurance.

5. TAXES.

(a) Taxes on Leasehold. Tenant shall be responsible for and shall pay before delinquent all taxes assessed during the Term against any leasehold or personal property of any kind owned by or placed upon or about the Premises by Tenant.

(b) Real Property Taxes. Landlord shall pay all real property taxes and assessments levied, assessed or imposed during the Term upon the Premises.

6. INDEMNITY. Tenant assumes full responsibility for and shall indemnify, defend, protect and hold harmless Landlord from and against any claim, loss, liability, damage, cost, expense, attorneys' fees, suit, or judgment, arising out of or connected with (i) the condition, use, occupancy, management, or control of the Premises; (ii) any failure of Tenant to comply with the terms of this Lease; (iii) the acts or omissions of Tenant, its agents, independent contractors, suppliers, officers, directors, employees, guests or invitees; (iv) any accident or injury occurring at or about the premises, and; (v) any food, beverages (including liquor) or other items sold by Tenant from the Premises (including product liability and other claims). Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord either alone or in conjunction with others upon any such above-mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments that may be recovered against Landlord in any such action or actions in which Landlord may be a party defendant.

7. USE OF PREMISES. Tenant agrees that the Premises are in good order and

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condition, and Tenant shall accept the Premises in the condition which it is in on the Commencement Date, AS IS. The Premises shall be used for the operation of a package store and any other purpose. In connection with the use of the Premises, Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct, at Tenant's own expense, any failure of compliance therewith;

(b) Store all trash and garbage in containers located in the area provided for such purpose, or in such other area on the Premises as Landlord shall designated from time to time. Tenant shall provide and maintain its own trash container at its own expense. Tenant will arrange for the frequent and regular removal of trash and garbage from such container and for the clean up of all paper and other debris around such container or otherwise discarded on the Premises;

(c) Not commit or suffer any strip or waste of the Premises, including, without limitation, the Improvements thereon or any part thereof; and Tenant shall keep the Premises in a neat, clean, sanitary, and orderly condition; and

(d) Not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminates, as defined by any federal, state, or local law or regulation (collectively, "Hazardous Substances"). Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever (including, without limitation, attorneys', experts', and paralegals' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises by Tenant or any other person or entity other than Landlord.

8. DILIGENT OPERATION. Tenant shall use best efforts to operate the business conducted on the Premises in a diligent manner.

9. MAINTENANCE AND ALTERATIONS.

(a) Landlord's Obligations. Landlord shall keep the foundation, the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatment of exterior walls), the parking lot, and roof of the Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by the act of negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be made by Tenant. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord shall be responsible for maintain landscape on the Premises.

(b) Tenant's Obligations. Tenant, at its expense, shall keep the Premises (including, without limitation, HVAC system, sprinkler system, refrigeration equipment, fixtures, and all personal property, trade fixtures, and equipment) in first class repair, operating condition,

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working order, and appearance, and shall make all exterior and interior repairs, renewals.

(c) Alterations. Tenant shall not make any improvements, alterations or additions to the Premises of any kind without Landlord's prior written consent. Prior to the commencement of any work by Tenant, Tenant shall first submit the following to Landlord and obtain Landlord's written consent to all of the following: Tenant's plans and specifications; Tenant's estimated costs; and the names of all of Tenant's contractors and subcontractors. Landlord shall have the right to require Tenant to furnish adequate security to assure timely payment to the contractors and subcontractors for such work. All work performed by Tenant shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permits for the same. Tenant shall keep the Premises free from all liens in connection with any such work. All work performed by Tenant shall be carried forward expeditiously, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations, additions and other work performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, except for Tenant's trade fixtures, and may not be removed at the expiration of this Lease unless Landlord so requires upon termination of this Lease, or unless the applicable Landlord's consent specifically provides otherwise. Notwithstanding, Landlord's consent to improvements, alterations or additions by Tenant, all such improvements, alterations, additions or other work to be performed by Tenant shall be at the sole cost and expense of Tenant.

10. LIENS. Tenant shall pay when due all claims for work done on or for services rendered or material furnished to the Premises at the request or direction of Tenant, and shall keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay any such claim or to discharge any such lien, Landlord may do so and collect the amount paid as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant upon demand as additional rent. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

11. UTILITIES. Tenant will be responsible for all charges for services and utilities incurred in connection with the use, occupancy, and operation of the Premises, including, without limitation, charges for electricity, gas, telephone service, water, sewer, power, air conditioning, garbage and janitorial services, cleaning, and lighting.

12. ICE, SNOW, AND DEBRIS. Tenant shall, at its sole cost and expense, keep the Premises free and clear of ice, snow, rubbish, debris, and obstructions. Tenant shall save and protect Landlord from any injury whether to Landlord or the Premises or to any other person or property caused by Tenant's failure to perform Tenant's obligations under this Section 12.

13. WAIVER OF SUBROGATION. Neither party shall be liable the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, including sprinkler leakage insurance, if any. All claims or rights of recovery for any and all such loss or damage, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence liability shall exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or by any of their respective

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agents, servants or employees.

14. INJURY TO TENANT'S PROPERTY. Landlord shall not be liable for any injury to the goods, stock, merchandise or any other property of Tenant or to any person in or upon the Premises resulting from any cause whatsoever, including, without limitation, fire, collapse of the Improvements or any portion thereof, damage by water, gas or steam, or by reason of any electrical apparatus in or about the Premises. In no event shall Landlord be liable for any incidental or consequential damages of Tenant under this Lease for any reason, and Tenant waives any claims against Landlord therefor.

15. EMINENT DOMAIN.

(a) Substantial Taking. If, during the Term, all or substantially all of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. A taking of more that twenty five percent (25%) of the area of the Premises shall be deemed to be a substantial taking of the Premises for purposes of this paragraph.

(b) Partial Taking. If, during the Term, less than all or substantially all of the Premises should be taken, the Landlord shall have the following options:

1. If less than twenty-five percent (25%) of the area of the Premises should be taken, then to the extent that the Landlord has received the entire proceeds of such condemnation, as soon as reasonably possible after such taking, the Landlord may repair, replace, restore, and rebuild any remaining part of the Premises so as to constitute complete, independent, building of like quality and character as existed prior to such taking, provided, however, that in no event shall the Landlord be required to contribute more than the amount of condemnation proceeds received toward the repair, replacement, restoration, or rebuilding of the Premises. In such case, this Lease shall not terminate and the Rent payable hereunder during the unexpired Term of this Lease shall be reduced in proportion to the square footage taken, effective on the date physical possession is taken by the condemning authority; or

2. The Landlord may terminate this Lease, at its option and in its sole discretion, as of the date of the condemnation.

(c) Compensation. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property if a separate award for such items is made to Tenant.

16. DEFAULT. The following shall be events of default:

(a) Failure of Tenant to pay any Rent when due or failure of Tenant to pay any other charge required under this Lease within ten (10) days after written demand therefor, provided however that Landlord shall not be required to give Tenant more than two (2) such notices in any

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one year, and after the Landlord has given the Tenant notices (2) such notices, the failure of the Tenant to pay any other charge required under this Lease within five (5) days after such payment is due shall constitute a default which cannot be cured by the Tenant and which will entitle the Landlord to exercise any of its default remedies hereunder.

(b) Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of Rent or other charges), within thirty (30) days after Tenant's receipt of written notice by Landlord specifying the nature of the default with reasonable particularity. No notice and no opportunity to cure shall be required (i) if Landlord has previously given Tenant notice of failure to comply with such term or condition or fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term or (ii) in the case of failure of Tenant to provide an Estoppel certificate or subordination agreement when required under this Lease.

(c) Dissolution, termination of existence, or business failure of Tenant; the commencement by Tenant of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor relief; the appointment of or the consent by Tenant to the appointment of a receiver, trustee, or custodian of Tenant or of any of Tenant's property; an assignment for the benefit of creditors by Tenant; Tenant's failure generally to pay its debts as such debts become due; the making or suffering by Tenant of a fraudulent transfer under applicable federal or state law; concealment by Tenant of any of its property in fraud of creditors; the making or suffering by Tenant of a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded.

(d) Tenant fails, upon termination of this Lease, to surrender the Premises in accordance with Section 19 of this Lease.

17. REMEDIES ON DEFAULT. Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

(a) Retake Possession. Landlord may re-enter and retake possession of the Premises, without notice, either by summary proceedings, force, any other applicable action or proceeding, or otherwise. Landlord may use the Premises for Landlord's own purposes or relet it upon any terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of any notice of intention to terminate this Lease or to retake the Premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand required or permitted under applicable law.

(b) Relet the Premises. Landlord at its option may relet the whole or any part of the Premises, from time to time either in the name of Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and upon such

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other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate. Landlord shall have no obligation to relet the Premises or any part and shall not be liable for refusal or failure to relet the Premises, or in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability. If there is other comparable unleased space owned by Landlord, Landlord shall have no obligation to attempt to relet the Premises prior to leasing other space.

(c) Damages for Default. Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default, including but not limited to unpaid rent, attorneys' fees relating to the default (whether or not litigation is commenced), and costs of reletting. Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Term equal to the difference between the Base Rent specified in Section 2 and the reasonable rental value of the Premises for the remainder of the Term, discounted to the time of judgment at the rate of six percent (6%) per annum.

(d) Remedies Not Exclusive. The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another remedy.

18. RIGHT OF FIRST REFUSAL. Tenant shall have the right of first refusal to purchase the Premises in the event the Landlord received an offer to purchase. To exercise the right, Tenant must give written notice to Landlord within 30 days of Landlord notifying Tenant that an offer has been made on the Premises.

19. SURRENDER AT EXPIRATION.

(a) Condition of Premises. Upon expiration of the Term or any earlier termination Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Improvements and alterations constructed by Tenant shall not be removed or restored to the original condition unless the terms of Landlord's consent provide otherwise or unless Landlord requires Tenant to remove such improvements or alterations, in which event Tenant shall remove the same and restore and repair the Premises. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

(b) Fixtures.

(i) All fixtures placed upon the Premises during the Term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord when installed. Movable furniture, decorations, floor covering other than hard surface bonded or adhesively fixed flooring, curtains, drapes, blinds, furnishings and trade fixtures shall remain the property of Tenant if placed on the Premises by Tenant; provided, however, if Landlord granted Tenant an allowance for improvements, installation, floor coverings, curtains, drapes, blinds or other items, such items

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shall at Landlord's option become the property of Landlord notwithstanding the installation thereof by Tenant.

(ii) If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the Interest Rate. Tenant shall remove all furnishings, furniture and trade fixtures that remain the property of Tenant. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease. Landlord may effect a removal and place the property in public or private storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal and transportation to storage, and for the cost of repair and restoration of the Premises, with interest on all such expenses from the date of expenditure at the Interest Rate.

(iii) The time for removal of any property or fixtures which Tenant is required to remove from the Premises upon termination shall be as follows:

(1) On or before the date the Lease terminates because of expiration of the Term or because of a default under Section 16.

(2) Within ten (10) days after notice from Landlord requiring such removal where the property to be removed is a fixture which Tenant is not required to remove except after such notice by Landlord, and such date would fall after the date on which Tenant would be required to remove other property.

(c) Holdover.

(i) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease except the provision for the Term, which shall be from month to month, and except the Base Rent provided herein which shall be 125% of the Base Rent during the last month of the original Term and which shall continue during the period of the month-to-month tenancy. Failure of Tenant to remove fixtures, furniture, furnishings or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section 19 (c) shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(ii) If a month-to-month tenancy results from a holdover by Tenant under this Section 19(c), the tenancy shall be terminable at will by Landlord.

20. ASSIGNMENT AND SUBLETTING.

(a) General. Tenant shall be allowed to assign its interest in this Lease with the prior written consent of Landlord, which consent may not be unreasonably withheld. The giving of consent by Landlord to a transfer in one instance shall not preclude the need for Tenant to obtain

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Landlord's consent to further transfers. If Tenant is permitted to make any transfer pursuant to the consent of Landlord, Tenant shall not be relieved of its obligations under this Lease, but shall remain primarily liable to Landlord for performance of all such obligations. If Tenant requests consent to a proposed assignment, sublet, or other transfer, Tenant shall pay to Landlord all of Landlord's costs and attorney's fees incurred in connection with such request.

(b) Unapproved Transfers. Any attempted transfer or encumbrance in violation of the requirements of this Section 20 shall be null and void and, at the option of Landlord, shall constitute a default that entitles Landlord to terminate this lease and/or to exercise its other rights and remedies for such default.

21. SUBORDINATION. Tenant's interest hereunder shall be subject and subordinate to all mortgages, trust deeds, and other financing and security instruments placed on the Premises by Landlord from time to time ("Mortgages"). The provisions of this Section 21 shall be self-operating. Notwithstanding the foregoing, Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request. At Landlord's request, Tenant shall promptly furnish Landlord current and past balance sheets and operating statements in the form requested by the holder of any Mortgage to which Landlord applies for financing concerning the Premises.

22. ESTOPPEL CERTIFICATE. Tenant shall from time to time, within ten (10) days following Tenant's receipt of Landlord's written request, deliver to Landlord, or to any person designated by Landlord, a statement in writing, in the form submitted to Tenant by Landlord, certifying whether this Lease is unmodified and in full force and effect, the dates to which Rent and other sums and charges payable hereunder have been paid, and any other information concerning this Lease as Landlord reasonably requests.

23. LANDLORD'S RIGHT TO CURE DEFAULT. If Tenant shall fail to perform any of the covenants or obligations to be performed by Tenant, Landlord, in addition to all other remedies provided herein, shall have the option (but not the obligation) to cure such default. All of Landlord's expenditures incurred to correct the default shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the Interest Rate. Landlord's right to cure defaults is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all of the covenants herein provided to be performed by Tenant, or deprive Landlord of any other right which Landlord may have by reason of such default by Tenant.

24. INSPECTION. Landlord and Landlord's agents and representatives, shall have the right to enter the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs, to post notices of nonresponsibility, to show the Premises to any prospective tenants or purchasers, or for any other lawful purpose. Tenant shall at all times provide Landlord with a key to all doors at the Premises.

25. LANDLORD'S LIABILITY. The liability of Landlord under this Lease shall be limited to Landlord's interest in the Premises, and any judgment against Landlord shall be enforceable solely against Landlord's interest in the Premises. In the event the original Landlord hereunder, or any successor owner of the Premises, shall sell, convey, or otherwise transfer its

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interest in the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate. All liabilities and obligations of Landlord accruing thereafter shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

26. EFFECT OF FAILURE TO CONSENT. If Tenant shall request Landlord's consent and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for any such withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where Landlord as a matter of law may not unreasonably withhold its consent.

27. RESTRICTIONS. This Lease is subject to all easements, restrictions, agreements of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations and other governmental requirements now in effect or becoming effective after the date this Lease is executed, including, without limitation.

28. ATTORNEY'S FEES. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

29. BROKERS. Landlord represents and warrants that it has dealt with no broker, agent, or other person in connection with this transaction. Landlord agrees to indemnify and hold Tenant harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

30. AUTHORITY. The person executing this Lease on behalf of Tenant hereby covenants and warrants that the execution of this Lease is duly authorized by Tenant, that Tenant is qualified to do business in the State where the Premises are located and that the person signing on behalf of Tenant was authorized by Tenant to bind Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

31. NOTICES. Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered by facsimile, hand delivery, or overnight courier, or when deposited in the United States mail as certified or registered mail, return receipt requested, addressed to the addresses set forth on the last page of this Lease or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

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32. MISCELLANEOUS PROVISIONS. Time is of the essence of this Lease. The acceptance by Landlord of any Rent or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Landlord of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Landlord's right to require strict performance of the same provision in the future or of any other provision of this Lease. This Lease contains the entire, final and complete agreement of the parties with respect to the matters set forth in this Lease. This Lease shall not be amended or modified except by agreement in writing, signed by the parties hereto. Subject to the limitations on the assignment or transfer of Tenant's interest in this Lease, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns. No remedy herein conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that Tenant may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations, partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required prior to the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. In the event Tenant now or subsequently consists of more than one person, firm, or corporation, then all such persons, firms, or corporations shall by jointly and severally liable as Tenant under this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of where the Premises are located.

33. SPECIAL STIPULATIONS.

(a) Liquor store cannot be relocated from this location during the term of this Lease except for cases of casualty loss whereby Landlord elects to no rebuild.
(b) Tenant is responsible for Liquor liability insurance.

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal in duplicate as of the day and year first written above.

Landlord:
VERAIMA INC.

By: _____ (L.S.)
Vinod Patel, President

Tenant:
HAT PARTNERS, LLC

By: _____ (L.S.)
Tushar Ujadia, Manager

Address: 129 Madison Hwy
Macon GA 31220
478-335-2290

Address: 306 Veranda Ln
Macon GA 31210

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Exhibit "A"
Legal Description

1090 Eisenhower Parkway, Suite B., Macon, GA 31206

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Tusharkumar Last Name: Ujadia

Home Address: 306 Veranda Lane City: Macon State: GA Zip: 31210

Home Phone #: 334-492-4026 Email: ~~tush~~ tusharujadiya@gmail.com

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

Mailing Address: 306 Veranda Lane City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

Applicant's Signature — Date: 9/17/2024

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

This 19th day of September, 2024.

Notary Public

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

My Commission Expires: September 13, 2026

Rev. 7/2021

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

TUSHARKUMAR UJADIA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-11-28

Serial No.

cert_83khvt11

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Tusharkumar R Ujadia



AH000012

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Twinkle Last Name: Patel

Home Address: 2400 Riverside Dr City: Macon State: GA Zip: 3120[redacted]

Home Phone #: 478-951-8458 Email: indian92889@yahoo.com

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

Mailing Address: 2400 Riverside Dr City: Macon State: GA Zip: 3120[redacted]

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

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.

T. A. Patel
Applicant's Signature

10/1/2024
Date

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

This 1st day of September, 2024

Notary Public

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

9/13/2024
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

TWINKLE PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

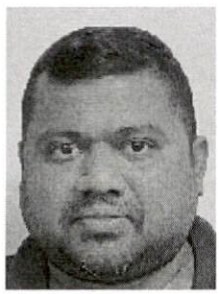
Date: 2024-09-03

Serial No.

cert_r4z1mzv2

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Twinkle Patel



AH001422

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Agent Certification

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

Agent's Signature: _____ Date: 9/17/2024

Business Name: HAT Partners, LLC d/b/a Rocky's Liquor

I hereby certify that Tushar Kumar Ujadia (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 17th day of September, 2024

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC EXPIRES GEORGIA September 13, 2026 BIBB COUNTY

_____ Notary Public

September 13, 2026
My Commission Expires

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: _____ 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

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: _____

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

This _____ day of _____, 20____ .

_____ _____

Notary Public My Commission Expires

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: T. A. Patel Date: 11/06/2024
(If different from Agent)

Title: Owner/Member

Business Name: HAT PARTNERS, LLC D/B/A Rocky's Liquor

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

This 6th day of November, 2024.

Notary Public

September 15, 2026
My Commission Expires

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: HAT Partners, LLC d/b/a Rocky's Liquor

Business Address: 1090 Eisenhower Parkway, Suite B, Macon, GA 31206

***Instructions*:**

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☑ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

9/17/2024
Date

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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 accordancewith 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 camerasystem;*
3. *show the inspector that the security camera system meets the requirements below;and*
4. *have the inspector sign this form approving the security camerasystem.*

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.

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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: HAT Partners, LLC d/b/a Rocky's Liquor

Business Address: 1090 Eisenhower Parkway Suite B, 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.

Officer M [illegible] #7716
Code Enforcement Department Designee

11-5-2024
Date

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

[signature]
Applicant/Agent Signature

11/7/2024
Date

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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
	Tusharkumar Vjadia	9/17/2024

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Applicant Privacy Rights Notification Signature Form

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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.

T. A. Patel	Twinkle A Patel	10/30/2024
Signature	Print Name	Date

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Alcohol License Questionnaire

Name of Business: Rocky's Liquor
Owner's Name: HAT Partners LLC
Address: 1090 Eisenhower Parkway, Suite B
Macon, GA 31206

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Signature	Print Name	Date
	Tusharkumar Gadia	9/17/2024

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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: HAT Partners, LLC d/b/a Rocky's Liquor

Business Address: 1090 Eisenhower Parkway, Suite B, 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

9/17/2024
Date

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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 #

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Twinkle Patel
2. Name of the subject of this Certificate, if different from the applicant: Rocky's Liquor
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

T. A. Patel - Twinkle Patel
Print and Sign Name

Sworn to and subscribed before me this 24 day of October, 2024.

Regina G. Walker
Notary Public

My commission expires: 11-3-2026

REGINA G WALKER NOTARY PUBLIC MONROE COUNTY, GEORGIA MY COMM. EXPIRES 11/03/2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: HNT Partners, LLC

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

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

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

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

Twinkle Patel 75% ownership interest

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.

T. K. Patel
Print and Sign Name

Sworn to and subscribed before me this
17 day of September, 2025

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC GEORGIA BIBB COUNTY EXPIRES September 13, 2026

Notary Public
My Commission Expires: 9/13/2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: HAT Partners, LLC

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Print and Sign Name: Tusharkumar Vjadia

Sworn to and subscribed before me this 17th day of September, 2025

Notary Public

My Commission Expires: 9/13/2026

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC GEORGIA BIBB COUNTY EXPIRES September 13, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

property owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: HAT Partners, LLC d/b/a Rocky's Liquor
2. Name of the subject of this Certificate, if different from the applicant:
VERAIMA Inc
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-Competative Contract over $50,000	☐ Registering to Bid on Real Property	☐ Other:	

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

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

Vinod D Patel.
Print and Sign Name

Vinod Patel.

Sworn to and subscribed before me this
6th day of November, 2024

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC GEORGIA EXPIRES September 13, 2026 BIBB COUNTY

Notary Public
My commission expires:

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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: Tusharkumar Ujadia – Fingerprints for Twinkle Patel completed 11/8/24

Business Name: HAT Partners LLC DBA Rocky's Liquor

Business Address: 1090 Eisenhower Pkwy Ste B, Macon, GA 31206

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

Granted DocuSigned by: 11/25/2024
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: C6FC0B9F-25F2-4843-9752-D27C467BBD0D

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 12/11/2023 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

ADDED TO THE DECEMBER 16, 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	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	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.

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

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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

BUSINESS

Federal Tax ID #: 87-5033261 State Tax ID#: 203815782

Business Name: Legend Corporate and Trade Name: _____

Local Business Address: 2936 Broadway Macon, GA 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: Same
Street Address (City State Zip)

Local Business Phone #: 478-978-6980 Email Address: Amelia.Smithsco1@gmail.com

Contact Person: Anderson Wash Contact Phone #: 478-978-6980

AGENT

Agent's Name: _____ Agent's Title: _____

Date of Birth: _____ Social Security Number: _____

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

Home Phone #: _____ Email: _____

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Anderson Joe Darius Wash Title: Owner

Home Address: 1481 Second St City: Macon State: GA Zip: 31201

Home Phone #: 478-390-3155 Email: Joedarius98@gmail.com

Mailing Address: 1481 Second St City: Macon State: GA Zip: 31201

Rev. 08/23

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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):	Anderson Joe Darius Wash		
Home Address:	2936 Broadway / 1481 Second St		
Sex	Race	Date of Birth	Social Security Number
M	Black	[redacted]	

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

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

Signature _____ Date 10/4/24

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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: Legend

Printed Name of Applicant: Anderson Wash

*Signature of Applicant: Anderson Wash

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24th DAY OF Oct., 2021.

NOTARY PUBLIC

6/12/2026
MY COMMISSION EXPIRES

ROSALIND COPELAND NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 12, 2026 BIBB COUNTY, GEORGIA

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

MEASUREMENT FORM

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

APPLICANT: **ANDERSON WASH**

PROPOSED LICENSE: **BEER, WINE AND LIQUOR CONSUMED ON PREMISES**

BUSINESS LOCATION: **2936 BROADWAY**

BUSINESS NAME: **LEGEND**

To Be Completed by County Engineer

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

X *Comply* ____ *Does not comply*

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

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

__ Yes ____No _X__Not Applicable

By: _____
John W. Hayes - Macon–Bibb County Engineer

Date: 11/15/24

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

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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.

Legend

#2936 Broadway

14,250' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

3,100' — MHA housing unit property line

Bowden Homes

JWH

OK!

Paul J. Horowski

November 6, 2024

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
146217	593069	Print Legal Ad-IPL01943900 - IPL0194390		$46.36	1	28 L

Attention: Amelia Smith

Amelia Smith
1240 Buena Vista Dr
Macon, GA 31204

amelia.smith5001@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 25, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Legend, 2936 Broadway Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 18, 2024. Anderson Joe Darius Wash , Applicant
IPL0194390
Sep 18,25 2024

To Whom It May Concern:

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

2 insertion(s) published on:
09/18/24, 09/25/24

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

Willmenta Demps

Sworn to and subscribed before me this 25th day of September in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2159	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 08/13/2024
PARCEL NO: Q0910457	**ZONING DISTRICT:** M-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Anderson Wash Legend	
PROPOSED USE:	New Business Application event space w/ alcohol	
ADDRESS OF PROPOSED USE:	2936 BROADWAY	
PROPERTY OWNER'S NAME:	TAYLOR FAMILY INVESTMENT PROPERTIES LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and previous approvals 16-20532 and 11-054, approval is granted to operate an event space with alcohol consumed on premises in an existing commercial building. Facility shall not be used as a nightclub as defined in Section 1.02[70]. Food and drink service is subject to the approval of the Macon-Bibb Health Department and the Macon Water Authority. 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: 08/13/2025

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

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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: Legend Name of Corporation: _____

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

Individual:

Name and Title: Anderson Wash/owner Telephone Number: 478-390-3155

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

Residential Street Address: 1481 Second St Macon, GA 31201

P.O. Box Not Allowed (City State Zip)

Mailing Address: 1481 Second St Macon GA 31201

(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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Anderson ~~Wash~~ Last Name: Wash

Home Address: 1481 Second St City: Macon State: GA Zip: 312

Home Phone #: 478-390-3155 Email: Joedarius98@gmail.com

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

Mailing Address: 1481 Second St City: Macon State: GA Zip: 31201

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

CERTIFICATION

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

Applicant's Signature — Date: 10/24/24

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

This 24th day of Oct, 2024.

Notary Public

ROSALIND COPELAND NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 12, 2026

My Commission Expires: 6/12/2026

Rev. 7/202121

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ANDERSON JOE DARIUS WASH

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-14

Serial No.

cert_7gv3knzn

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Anderson Wash



AH001412

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Commercial Lease Agreement

This Lease is made this 1st day of August (Month), 2024 (Year) by and between Diversified 2024 LLC (hereinafter "Landlord") and Anderson Wash (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: Event Space

2. The term of the Lease shall be for 12 months commencing August and ending August.

3. The Tenant shall pay to Landlord as rent $ 18,000 per year in equal monthly installments of $ 1,500 payable in advance 12 months (Time Period).

4. This Lease is subject to all present or future mortgages affecting the premises.

5. Tenant shall use and occupy the premises only as a Event Space (Tenant Rental Status) subject at all times to the approval of the Landlord.

6. The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord.

7. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the Tenant: None

8. The Tenant, at his own expense, shall furnish the following: Table, chairs, kitchen equipment

9. The Tenant shall purchase at his own expense public liability insurance in the amount of $ 1,000,000 as well as fire and hazard insurance in the amount of $ 1,00,000 for the premises and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.

10. The Tenant shall not permit or commit waste to the premises.

11. The Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.

12. The Tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.

13. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.

14. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

15. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.

16. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 1st day of August (Month) 2024 (Year).

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Agent Certification

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

Agent's Signature:_____ Date:_____

Business Name: _____

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

This_____ day of_____, 20____ .

_____ _____

Notary Public My Commission Expires

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: _____ Date: 10/24/24
(If different from Agent)

Title: Owner

Business Name: Legend

I hereby certify that Anderson Wash (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 24th day of Oct, 20 24

ROSALIND COPELAND NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 12, 2026 BIBB COUNTY, GEORGIA

_____ 6/12/2026

Notary Public My Commission Expires

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Legend

Business Address: 2936 Broadway

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.

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

10/24/24
Date

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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.

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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: Legend

Business Address: 2936 Broadway

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: 10/24/24

☐ **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: 10/24/24

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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	Anderson Wash Print Name	10/24/24 Date

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Alcohol License Questionnaire

Name of Business: Legend
Owner's Name: Anderson Wash
Address: 2936 Broadway

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? $ 75,000

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

Anderson Wash
Signature

Anderson Wash
Print Name

10/24/24
Date

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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: Legend

Business Address: 2936 Broadway

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

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

Applicant/Agent Signature

10/24/24
Date

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Anderson Joe Wash / Owner (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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

Anderson Wash

Print and Sign Name

Sworn to and subscribed before me this

24th day of Oct, 2024

Notary Public

My Commission Expires: 6/12/2026

ROSALIND COPELAND NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 12, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: DIVERSified 2004 LLC managing members
2. Name of the subject of this Certificate, if different from the applicant:
Legend
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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.

DARRYL WASH
Print and Sign Name

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

Notary Public
My commission expires: 6/12/2026

ROSALIND COPELAND NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 12, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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 12/11/2021 (Date) SD (Initials)

Comments
After review, legal recommends approval.

Initials
SF
_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 30831526-2FBF-4845-93DE-4BA2994F4ADB

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: Anderson Wash – Fingerprints completed 11/19

Business Name: Legend

Business Address: 2936 Broadway, Macon, GA 31201

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

Granted DocuSigned by: 11/25/2024
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

ADDED TO THE DECEMBER 16, 2024 PRE-COMMISSION AGENDA

Business Information

Business Name: 777VINEVILLE FOOD MART INC
DBA Name: MOBILE FOOD MART
Business Type: Corporation

Address Information

Location Address: 3224 VINEVILLE AVE MACON GA 31204-2324

Alcohol License Information

License Type: Retail
Start Date: 10-21-2024
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

Licensee Information

Licensee Type: Individual
Licensee Name: AREKALA, SRINIVAS REDDY

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
AREKALA, SRINIVAS R.	Both
AREKALA, SRINIVAS REDDY	Both

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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
	$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.

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

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

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Select One: X New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 99-3396409 State Tax ID#: 20299365921

Business Name: 777VINEVILLE FOOD MART INC Corporate and Trade Name: MOBILE FOOD MART

Local Business Address: 3224 VINEVILLE AVE MACON, GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: _____
Street Address (City State Zip)

Local Business Phone #: 678-428-8725 Email Address: office@rationaleservices.com

Contact Person: Srinivas Reddy Arekala Contact Phone #: 678-428-8725

AGENT

Agent's Name: Srinivas Reddy Arekala Agent's Title: owner

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

Home Address: 3885 CAMERON CT City: CUMMING State: GA Zip: 30040

Home Phone #: 678-428-8725 Email: OFFICE@RATIONALESERVICES.COM

Mailing Address: 3224 VINEVILLE AVE City: MACON State: GA Zip: 31204

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

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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):	Srinivas Reddy Arekala		
Home Address:	3885 CAMERON CT CUMMING, GA 30041		
Sex	**Race**	**Date of Birth**	**Social Security Number**
MALE	ASIAN	[redacted]	

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

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

A.SR.eddy — 08/21/2024

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)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title — Date

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

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

1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

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

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

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

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

Business Name: 777VINEVILLE FOOD MART INC

Printed Name of Applicant: Srinivas Reddy Arekala

*Signature of Applicant: A. SReddy

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 21ST DAY OF Aug, 2024.

NOTARY PUBLIC

7-14-28
MY COMMISSION EXPIRES

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

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MEASUREMENT FORM

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

APPLICANT: SRINIVAS R AREKALA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3224 VINEVILLE AVE.

BUSINESS NAME: 777 VINEVILLE FOOD MART INC. (DBA MOBILE FOODMART)

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 _X_ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: John W. Hayes
John W. Hayes, Macon-Bibb County Engineer

Date: 10/16/24

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

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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

Mobile Foodmart
#3224 Vineville Avenue

2,500' — SCHOOL GROUND property line
Georgia Academy for the Blind

2,600' — SCHOOL BUILDING
Georgia Academy for the Blind

10,300' — COLLEGE CAMPUS property line
Mercer University

16,250' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

12,600' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

1,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Roff Avenue

4,250' — CHURCH (building)
Lutheran Church of the Redeemer

4,050' — CHURCH GROUNDS
Lutheran Church of the Redeemer

* 170' — M-B COUNTY RECREATION CENTER property
Freedom Park

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

JWH

* Refer to Attorneys Office Paul J. Hainowski October 9, 2024

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McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
146940	601568	Print Legal Ad-IPL01989600 - IPL0198960		$46.36	1	29 L

Attention: Srinivas Reddy

SRINIVAS REDDY AREKALA
3885 CAmeron ct
cumming, GA 30040

777vinevilleinc@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 20, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 777VINE-VILE FOOD MART INC & MOBILE FOOD MART, 3224 VINEVILLE AVE , MACON ,GA , 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 13, 2024. SRINIVAS REDDY AREKALA, Applicant
IPL0198960
Oct 13,20 2024

To Whom It May Concern:

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

2 insertion(s) published on:
10/13/24, 10/20/24

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

Willmenta Semons

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

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

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ZONING COMPLIANCE

PERMIT NO: ZC-2024-1772	PERMIT TYPE: Permitted Use	DATE ISSUED: 07/25/2024
PARCEL NO: O071-0164	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Srinivas Arekala 777VINEVILLE FOOD MART INC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3224 VINEVILLE AVE	
PROPERTY OWNER'S NAME:	SRINIVAS AREKALA	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/25/2025

APPROVED BY: Butch Sementilli

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

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**777Vineville Food Mart Inc**	Control Number:	**24111178**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**3224 Vineville Ave, Macon, GA, 31204, USA**	Date of Formation / Registration Date:	**6/4/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Srinivas Reddy Arekala**
Physical Address: **3885 Cameron Ct, Cumming, GA, 30040, USA**
County: **Forsyth**

OFFICER INFORMATION

Name	Title	Business Address
Srinivas Reddy Arekala	CEO	3885 Cameron Ct, Cumming, GA, 30040, USA
Srinivas Reddy Arekala	CFO	3885 Cameron Ct, Cumming, GA, 30040, USA
Srinivas Reddy Arekala	Secretary	3885 Cameron Ct, Cumming, GA, 30040, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: MOBILE FOOD MART Name of Corporation: 777VINEVILLE FOOD MART INC

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

Individual:

Name and Title: Srinivas Reddy Arekala - OWNER Telephone Number: 678-428-8725

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

Residential Street Address: 3885 CAMERON CT CUMMING, GA 30040

P.O. Box Not Allowed (City State Zip)

Mailing Address: _____

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- o General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- o General Partner holding _____ % of all outstanding general partnership interests.
- o Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- o General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- o General Partner holding _____ % of all outstanding general partnership interests.
- o Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)
- o Managing Member, Total number of Managing Member(s): _____
- o Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company
- o Corporate Officer: Yes X No ___

☐ Other
- o Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Srinivas Reddy Last Name: Arekala

Home Address: 3885 CAMERON CT City: CUMMING State: GA Zip: 30040

Home Phone #: 678-428-8725 Email: OFFICE@RATIONALESERVICES.COM

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

Mailing Address: 3224 VINEVILLE AVE City: MACON State: GA Zip: 31204

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

CERTIFICATION

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

A. SReddy
Applicant's Signature

08/21/2024
Date

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

This 21ST day of Aug, 2024.

Notary Public

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

7-14-28
My Commission Expires

Rev. 7/2021



Congratulations!

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

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

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

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

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

Sincerely,

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ID # 25947813
CARD # 26303907

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

SRINIVAS REDDY AREKALA
NAME

10/1/2024
DATE OF EXAMINATION

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

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

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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17110801 v.1711

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

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

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

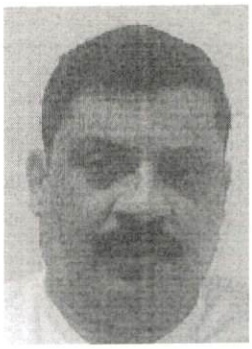
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Srinivas Arekala



AH001423

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement"), made effective this September 1, 2024 ("Effective Date") by and between 7 **VINEVILLE INVESTMENTS LLC**, a Georgia limited liability company (collectively hereinafter "Tenant") with a notice address of 1915 Sadler Dr SE. Smyrna, GA 30080 and 777 **VINEVILLE FOODMART INC**, a Georgia limited liability company, a Georgia resident (collectively hereinafter "Manager").

WITNESSETH:

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

1. **Premises.** Tenant has the right to operate a convenience store located at 3224 Vineville Avenue, Macon, Georgia 31204 (the "Premises") under that certain lease agreement ("Lease") by and between the Tenant and the landlord's LLC, or any transferee or assignee (hereinafter "Landlord"). The Tenant wishes to retain the services of the Manager to assist with the operations of the day to day operations of the convenience store being operated upon the Premises ("Business").

2. **Term of Agreement.** The Term of this Agreement shall commence on the date of the Effective Date ("Commencement Date") and, unless sooner terminated as hereinafter provided, shall expire on September 1, 2025. Should the Manager be in full compliance of all terms and conditions of this Agreement, this Agreement shall automatically renew for a successive term of nine (9) years ("Option Term") following the expiration of the initial term unless the Tenant, in its sole and absolute discretion, provides notice of non-renewal prior to the expiration of the preceding term. The Tenant may terminate this Agreement at any time, upon thirty (30) days' notice to the Manager at which time this Agreement shall terminate. If mutually agreed upon, the Agreement may extend for successive terms of one (1) year for five (5) terms after the Option Terms are completed ("Additional Option Terms").

3. **Compensation.** In consideration of the services rendered by the Manager, the Manager shall have the right to retain any net profits derived from the operation of the Business at the Premises after the payment of a monthly distribution to the Tenant as follows: Six Thousand and no/100 Dollars ($,6000.00) in the first year, Eight Thousand and Five Hundred Dollars ($8,500) in the second year, and Eleven Thousand and Five Hundred Dollars ($11,500) in year 3 ("Tenant Monthly Distribution") and all other obligations of the business and Tenant including but not limited to rent or payment obligations under the Lease, any payments due to any vendor or party that provides goods or services to the Business, or any tax obligations related to the Business, the Premises, or the Tenant. Tenant Monthly Distribution shall be fully earned and payable on the end or before the end of each month. Manager will pay this distribution via EFT. Once the Tenant Monthly Distribution becomes $11,500/month in year 3, there will be a 3.0% escalator to the monthly rent every year starting from year 5. Manager's obligation to pay the Tenant Monthly Distribution, any other amounts due under this Agreement, and keep and perform any and all covenants and agreements herein contained is absolute and shall not be abated, released, or discharged due to Manager's default under this Agreement or due to any reason whatsoever expect as is otherwise specifically provided for in this Agreement. In the event Manager terminates this Agreement as a result of Manager's default, Tenant shall be entitled all outstanding Tenant Monthly Distribution payments and may accelerate all Tenant Monthly Distribution payments as provided in Section 20 of this Agreement.

4. **Rent**. On or before the end of the preceding month, the Manager shall deposit the rent due under the Lease for the following month in the account designated by the Tenant. Failure to do so shall result in the application of a late fee as contemplated in Section 7.

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5. **Payment of Obligations**. From time to time but no less than monthly, the Tenant and Manager shall reconcile any obligations that may be due or accrued in the ordinary operations of the Business ("Reconciliation"). Should the Tenant make any payments on behalf of the Manager or otherwise provided under this Agreement, the Tenant shall be entitled to reimbursement by the Manager. Failure to make any reimbursement due to the Tenant within five (5) days shall result in the application of a late fee as contemplated in Section 7. Within 10 days after the end of the month after the Effective Date of this Agreement, the Manager shall deliver to Tenant a copy of a sales report for the business exhibiting sales for the preceding month and a year to date report for the Business, including but not limited to a profit and loss statement and any sales tax reports. Within 30 days of the end of each calendar year, Manager shall produce a financial statement, a sales report, and a profit and loss statement for the entire previous calendar year and as soon as practicably available, tax returns for the preceding year. Should the financial sales from a previous year be reduced by an amount greater than or equal to ten percent (10%), then the Manager shall be in default of the Lease, and the Tenant shall be entitled to seek remedies as described in this Agreement.

6. **Late Fees**. In the event the Manager does not remit any obligations, including but not limited to the Tenant Monthly Distribution, the Manager shall pay an additional twenty (20%) percent as a late fee in addition to the amounts outstanding on a monthly basis on all amounts outstanding. The parties agree that the Late Fee represents a fair and reasonable estimate of the costs that Tenant will incur by reason of late payment by Manager. Acceptance of any Late Fee shall not constitute a waiver of Manager's default or prevent the Tenant from exercising any of the other rights and remedies available to Tenant hereunder.

7. **Utilities & Taxes.** Manager shall be responsible for the payment of any taxes that may be assessed against the Tenant for the income, furniture, fixtures, equipment, and personal property that may be assessed for property on the Premises or related to the Business or Tenant. Manager shall pay utility bills for the Premises, including, but not limited to gas, electricity, fuel, telephone, light, heat, water, sewer, garbage collection or other sanitary services. In the event the Tenant pays any utility charges on behalf of the Manager, the Manager shall reimburse the Tenant at the time of Reconciliation (as herein defined).

8 **Permitted Use of Premises.** Premises shall be used for as a convenience store. 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. Manager shall not use the Premises for any other reason, other than stated herein, without the written consent of the Tenant, which consent the Tenant may withhold at its sole discretion. Manager shall not commit or allow any waste or nuisance upon the Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition (i.e. in broom-clean condition). Manager shall not allow any illegal activities to occur at the Premises including that all operations at the Premises comply with all laws, rules, and regulations for the jurisdiction in which the Premises are located. Should the Manager be charged with any violations of any laws, rules, and regulations whatsoever, the Tenant may terminate this Agreement and the Manager shall indemnify the Tenant, its agents, representatives, members, and officers from any claims asserted by any entity as it relates to the Manager's management of the Premises under this Agreement. The non-operational car wash shall remain under the sole discretion and use of the Tenant.

9. **Vendors**. Manager shall be solely responsible for all costs, fees, expenses, or the like incurred in the operations of the business at the Premises payable to any vendors that have provided goods or services to the Premises. Manager shall indemnify the Tenant, its agents, shareholders, officers, representatives, from any costs, expenses, or claims made by any entity or vendor that has provided goods or services to the Premises. Manager may not enter into any contract or agreement for a term longer than six (6) months without the express written consent of the Tenant, and may not enter into any agreements for coin operated amusement machines or for petroleum / fuel supply. Any violation or default under any vendor agreement shall also be an event of default hereunder, and any agreement which the Manager enters into which is a violation of this section will result in such agreement being null and void. Manager agrees to fully indemnify Tenant from any and all liabilities related to coin operated amusement machines.

10. **Operation of the Premises.** Manager shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in broom-clean condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, parking lots, 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

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any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; and (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store at the location.

Manager understands that Manager is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel. Manager shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Manager agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event Manager fails to comply with its obligations under this paragraph, Tenant may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Tenant expends money or resources in this regard, Manager shall pay to Tenant such money expended and/or the fair market value of the resources expended at the Reconciliation.

Landlord, Tenant, or the supplier of petroleum / fuel to the Premises may require the Manager to participate in a "mystery" shop or audit program, which Manager shall enroll and participate at Manager's sole expense, in such a program at the Premises. Manager shall promptly take all corrective measures if Manager scores below the target score established by Landlord, Tenant, or supplier. Upon receipt of such audit report, Manager may be required to take any required corrective measures. Manager's failure to take such corrective measures within the time specified by Landlord or Tenant shall be a default of this Agreement. If Manager fails to take the required corrective measure within five (5) business days, Tenant may include an administrative fee of ten percent (10%) of the amount expended by the Tenant – in addition to the amount expended by the Tenant – in making required corrective measures under this Section. Tenant will have the right, but not necessarily the obligation, to set retail petroleum prices at the site, in its sole and absolute discretion. Manager will abide by the Tenant's instructions or shall be in default.

Manager shall provide Tenant with monthly financial statements, including, but not limited to, inside sales, outside sales and volume, and COAM revenue. Tenant shall request any other financial information, in its sole and absolute discretion. Manager shall not withhold or delay such information, and a failure to provide such information within three (3) days of such request shall constitute a default of this Agreement.

11. **Abandonment of Premises.** Manager agrees not to abandon the Premises during the period of this Agreement and agrees to use said Premises only for purposes herein provided until the expiration or termination hereof. No property or equipment shall be removed from the Premises.

12. **Repairs and Maintenance.** Manager shall, throughout the Term of this Agreement, at Manager's sole expense, maintain in good order and repair the entire Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises without limitation. Manager agrees to return said Premises and property to Tenant at the expiration or prior to termination of this Agreement in broom-clean condition.

13. **Destruction of or Damage to Premises.** If Premises are totally or partially destroyed by storm, fire, earthquake, or other casualty, this Agreement shall be suspended until the Tenant and Manager can utilize insurance proceeds to restore Premises to substantially the same condition as existed before damage as speedily as practicable.

14. **Indemnification.** For and during the Term, Manager shall protect, indemnify, defend, and hold harmless Tenant and the Landlord (and each of the Tenant and Landlord's respective officers, members, employees, representatives, or agents) 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 the Manager.

15. **Property Insurance**. Manager shall at all times during the term of this Agreement procure and maintain in full force and effect an All Risk Property Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, the proceeds of which shall be payable to the Tenant

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and/or any designated mortgagee in accordance with their respective interests therein. The Tenant, Landlord, and/or any designated mortgagee shall be named as an additional insured on all certificates of insurance. Manager shall provide any certificate(s) of insurance that may be required by the Tenant or Landlord within five (5) days of the request.

16. **Indemnification of Landlord against Loss or Claim.** For and during the Term and any renewal of this Agreement, Manager shall protect, indemnify, defend, and save harmless Landlord and Tenant, and the Landlord and Tenant's respective agents, employees, representatives, members, shareholders, or owners, 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 Manager. Manager shall, at Manager 's expense, provide and keep in force for the benefit of the Manager, Tenant, Landlord, and/or any designated mortgagee, comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies, the Tenant, Landlord, and/or any designated mortgagee 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 $1,000,000.00 for property damage. Manager shall provide any certificate(s) of insurance that may be required by the Tenant or Landlord within five (5) days of the request. Manager shall defend, indemnify, and save harmless Landlord and Tenant, and the Landlord and Tenant's respective agents, employees, representatives, members, shareholders, or owners, from and against all claims, demands, liabilities, losses, or costs to which Landlord or the Tenant, or affiliated parties as set forth herein, may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding the indemnified party 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. Manager may be required to maintain additional insurance as required by the Tenant under the Lease.

17. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for during the term of the Agreement, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Tenant will have the option, but not the obligation, to hereby terminate the Agreement from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. It is further understood and agreed that Manager waives any and all rights in any award made by any condemnation authority.

18. **Assignment.** Manager shall not assign or transfer its obligations or rights under this Agreement or any interest hereunder, without the prior written consent of Tenant, which consent may be withheld for any reason.

19. **Default.** It is mutually agreed that in the event Manager shall default in the payment of Tenant Monthly Distribution, including rent or any obligations of the Business, when due, or if Manager shall be in default in performing any of the terms or provisions of this Agreement other than the payment of rent; or if Manager files a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act; or if a receiver is appointed for Manager's property; or if, whether voluntarily or involuntarily, Manager 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 Manager makes an assignment for the benefit of creditors; or if Manager violates or is in default of any other agreements between Landlord and Tenant, Tenant at its option may terminate this Agreement by written notice to Manager whereupon this Agreement shall terminate immediately and the Tenant shall be entitled to pursue any remedy available under law and as provided under this Agreement. For the avoidance of doubt, all scheduled Monthly Tenant Distributions, calculated on the assumption that each successive 1-year term is exercised, shall become immediately due and payable.

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negotiated in good faith for such specific calculation of liquidated damages and having agreed that the liquidated damages are reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such liquidated damages.

20. **Permits and Licenses**. Upon execution of this Management Agreement, the Manager shall apply for certain permits and licenses required to operate the Business, including but not limited to beer, wine, and lottery licenses. Manager shall indemnify and hold Tenant harmless from any issue and/or matter arising out of such management agreement. Manager shall apply for the licenses required to operate the Business within seven (7) business days of the Effective Date. Should the Manager be removed from the property due to default or otherwise, the Manager shall cooperate with the Tenant in transferring the permits and licenses used in the operations of the Business so as to ensure there are no interruptions in the general operations of the Business including by providing a License Agreement in favor of the Tenant.

21 **Non-Circumvent**. Manager shall take no action that would cause harm to the Tenant or affect the credibility or reputation of the Tenant or reduce the value of the Tenants leasehold interest in the Premises nor circumvent the Tenant in any communications related to the Premises. The Manager shall have no right to negotiate on behalf of the Tenant as related to the Lease or any agreement for the supply of petroleum and fuel products to the Premises. The Manager, its principal, affiliate, relatives, or representatives shall not, directly or indirectly, enter into any agreements related to the Premises after the expiration of the Lease without the express written consent of the Tenant. Any communications or requests that may be required to the Landlord shall be channeled through the Tenant.

22. **Environmental Compliance**. The term "Hazardous Materials" shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in or pursuant to any Environmental Laws. The term, "Environmental Laws", shall include any and all federal, state and municipal statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of Hazardous Materials into the environment including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean-up or other remediation thereof. Manager shall maintain at Manager's expense, insurance pursuant to the Store Tank Compliance laws for the State of Georgia. Manager shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Property. Manager shall not store, handle, process, dispose of or otherwise use any Hazardous Materials at or on the Property during the Term of the Agreement that would lead or is likely to lead to the imposition on Tenant, Landlord or the Property of any liability or lien of any nature whatsoever under any Environmental Laws. Manager shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws. Manager shall provide to Tenant or Landlord copies of all results from the tests, and Manager agrees to correct promptly any leakage or release of contents, which is evidenced by any such tests. In the event Manager fails to test as provided herein, Tenant shall have the right, but not the obligation to do so and the expense in testing shall become immediately due and payable from Manager upon demand by Tenant. Manager agrees to notify promptly Tenant orally (a) of any sudden, unexplained variance from its normal inventory pattern, (b) when relatively small losses are occurring but trending larger; (c) of any large increase of water in an underground tank; and (d) of any other suspicious circumstances whatsoever indicating an unexplained loss of products. Manager shall immediately notify Tenant of a loss of motor fuel variation of one hundred or more gallons

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on a daily or cumulative basis up to thirty (30) days as reflected in its daily inventory system, of presence of one (1) inch or more of water is found in any storage tank, or one-half (1/2) inch or more of water is found in any diesel fuel storage tank, but not later than the next day, by the fastest means available. Tenant and Manager, at Manager's expense, shall determine what tests are required to confirm any leaks and what corrective measures are to be taken. Manager shall deliver to Tenant and Landlord copies of all material correspondence to and from Governmental Authorities regarding environmental activities at the Property, including, without limitation, correspondence regarding notices of violations, releases (including new releases) and closure letters. Manager shall deliver to Tenant and Landlord and require its environmental contractor(s) to deliver to Tenant, copies of all spill and release notifications and reports given to Governmental Authorities regarding the Property. Manager agrees to furnish to Landlord upon request therefore, copies of all corrective action plans, monitoring reports, tank, line and leak detection testing results, Stage II Vapor Recovery test results, fire suppression test results, cathodic protection test results, UST registrations and related documents, and reimbursement claims filed with the Governmental Authorities. Manager shall immediately clean up and properly dispose of all Hazardous Materials, which were dumped, spilled or otherwise deposited into the ground of the Property from whatever cause or source from and after the Effective Date. If Manager shall fail, refuse or neglect to report and/or remediate the contamination or release, as the case may be, as mandated by governmental authorities, Tenant may remediate that contamination or release at Manager's cost and expense. Manager covenants and agrees to reimburse and promptly pay to Tenant all costs paid or incurred by Tenant associated with the release, contaminants and remediation, together with interest thereon at the highest rate permitted by law. Manager hereby indemnifies and holds Tenant and Landlord, and their respective employees, agents, officers, directors, shareholders, members, managers, lenders, successors, and successors-in-title harmless from all losses, liabilities, damages, demands, claims, actions judgments, causes of action, assessments, penalties, costs and expenses (including all reasonable attorneys' fees, expenses and court costs and other costs of litigation), of any nature whatsoever, whether based on a statute, regulation, law, tort or contract, in law or in equity, arising from any and all enforcement, clean-up, removal, mitigation, third-party claims, remediation or other governmental or regulatory acts, instituted, contemplated or threatened pursuant to any Environmental Laws affecting the Property which resulted from or are related to, any release of Hazardous Materials, at or emanating from the Property during the Term of the Agreement, whether or not caused by Manager, its agents, employees, successors, assigns, invitees or licensees.

Manager, at Manager's sole cost and expense, agrees to participate in the GUST Trust Fund, maintain insurance pursuant to the Georgia Underground Storage Tank Act (GUST) and take all actions necessary to maintain eligibility thereunder. Manager shall be liable for costs and expenses under the GUST Trust Fund should a release occur. Manager hereby indemnifies and holds Landlord and Tenant, and their respective officers, trustees, directors, partners, members, stockholders, or other principals or representatives (collectively, the "Indemnified Parties"), harmless from all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, assessments, penalties, costs and expenses (including all reasonable attorneys' fees, expenses and court costs and other costs of litigation), of any nature whatsoever, whether based on a statute, regulation, law, tort or contract, in law or in equity, arising from any and all enforcement, clean-up, removal, mitigation, third-party claims, remediation or other governmental or regulatory acts, instituted, contemplated or threatened pursuant to any environmental laws affecting the Premises which resulted from or are related to, any release of hazardous materials, at or emanating from the Premises during the Term of the Agreement, whether known or unknown as of the Effective Date or the Expiration Date, and whether or not caused by Tenant, or any of Tenant's agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "Tenant Parties"). Manager covenants and agrees to reimburse and promptly pay to Tenant all costs paid or incurred by Tenant or Manager associated with the release, contaminants and remediation. If Manager fails to reimburse Tenant within thirty (30) days of demand therefor, such unpaid amount shall become Additional Distribution due hereunder. Nothing herein shall obligate Tenant to remediate or take any action with respect to any release of Hazardous Materials at the Premises.

23. [Intentionally Omitted]

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24. **Compliance with Laws.** Manager, at Manager's own expense, agrees to keep the Premises and all property placed therein in compliance with all local, city, state, federal laws, statutes, code, regulations, ordinances that govern the Premises. Manager shall obtain and maintain all necessary approvals, permits, and licenses in connection with Manager's operations at the Premises and remain in full force and effect during the term of this Agreement. Manager shall bear all costs, expenses, fees, charges or the like incurred or related to the operation of the business at the Premises, including but not limited to purchasing of inventory, sales tax, and credit card processing and chargeback fees.

25. **Attorney's Fees.** If any amounts owing under this Agreement are collected by or through an attorney at law, Manager agrees to pay attorney's fees incurred in collection or enforcement of any obligations hereunder.

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

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

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

IN WITNESSES WHEREOF, the undersigned parties have here to set their hands and seals on the Effective Date.

Tenant:

7 VINEVILLE INVESTMENTS, LLC.

a Georgia limited liability company

By: Karthik Nimmala

Its: C.E.O. / President

Manager:

777 VINEVILLE FOODMART, INC
a Georgia limited liability company

By:

Its: Member

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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: A. SReddy Date: 08/21/2024

Business Name: 777VINEVILLE FOOD MART INC

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

This _____ day of _____, 20____ .

_____ _____

Notary Public My Commission Expires

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: A. SReddy Date: 08/21/2024
(If different from Agent)

Title: Srinivas Reddy Arekala - OWNER

Business Name: 777VINEVILLE FOOD MART INC

I hereby certify that Srinivas Reddy Arekala (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 21ST day of Aug, 2024.

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

_____ 7-14-28

Notary Public My Commission Expires

7-14-28

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: 777VINEVILLE FOOD MART INC

Business Address: 3224 VINEVILLE AVE MACON, GA 31204

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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.

A. SR eddy

Applicant/Agent Signature

08/21/2024

Date

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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: 777VINEVILLE FOOD MART INC

Business Address: 3224 VINEVILLE 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.

#7210
Code Enforcement Department Designee

11/07/2024
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.

A. SR eddy
Applicant/Agent Signature

08/21/2024
Date

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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.

A. SReddy	Srinivas Reddy Arekala	08/21/2024
Signature	Print Name	Date

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Alcohol License Questionnaire

Name of Business: 777VINEVILLE FOOD MART INC
Owner's Name: Srinivas Reddy Arekala
Address: 3224 VINEVILLE 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? $ N/A

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

Please circle one: ___ Relation, see below X No Relation

TENANT

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

A. SR eddy
Signature

Srinivas Reddy Arekala
Print Name

08/21/2024
Date

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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: 777VINEVILLE FOOD MART INC

Business Address: 3224 VINEVILLE 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

A. SR. eddy — 10/07/2024

Applicant/Agent Signature — Date

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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 #

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

Business Owner

1. Name and Title of the applicant: Srinivas Reddy Arekala - 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

NO

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.

Srinivas Reddy Arekala A. Sreddy
Print and Sign Name

Sworn to and subscribed before me this
21st day of Aug, 2024.

Notary Public

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

My Commission Expires: 7-14-28

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: 777VINEVILLE FOOD MART INC

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

NO

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.

Srinivas Reddy Arekala - OWNER A.SReddy
Print and Sign Name

Sworn to and subscribed before me this
21ST day of Aug, 2024.

Notary Public
My Commission Expires: 7-14-28

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: 777VINEVILLE FOOD MART INC

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

NO

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.

Srinivas Reddy Arekala - OWNER A.SReddy
Print and Sign Name

Sworn to and subscribed before me this
21ST day of Aug, 2024.

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

Notary Public
My Commission Expires: 7-14-28

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Virginia Berg

2. Name of the subject of this Certificate, if different from the applicant:
Regal Ridge LLC landlord

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

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

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
NO

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.

Virginia Berg
Virginia Berg
Print and Sign Name

governor of Regal Ridge LLC

Sworn to and subscribed before me this
13th day of November, 2024.

Laura L Barnes
Notary Public
My Commission Expires: 10/30/26

Notary Public
State of Washington
Laura L Barnes
Commission No. 22031323
Commission Expires 10-30-26

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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: Srinivas Arekala – Fingerprints Completed: 11.15.2024

Business Name: 777Vineville Food Mart Inc DBA Mobile Food Mart

Business Address: 3224 Vineville Ave Macon GA 31204

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

Granted DocuSigned by: David J Davis 11/25/2024
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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 12/11/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

ADDED TO THE DECEMBER 16, 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	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.

$ 1500 Alcohol License Fees + $400 Application Fee = $ 1900

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

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

BUSINESS

Federal Tax ID #: 993384649 State Tax ID#: 2029937249 4

Business Name: KINGS FOOD MART Corporate and Trade Name: VAHIN 2024 LLC

Local Business Address: 2765 HOUSTON AVE, MACON, GA 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 2765 HOUSTON AVE, MACON, GA 31206
(City State Zip)

Local Business Phone #: 478-788-1882 Email Address: Patelrishubh814@yahoo.com

Contact Person: Rick Patel Contact Phone #: 478-491-0847

AGENT

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

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

Home Address: 176 CAMDEN TRCE City: MACON State: GA Zip: 31210

Home Phone #: 478-491-0847 Email: Patelrishubh814@yahoo.com

Mailing Address: 2765 HOUSTON AVE 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. 08/23

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

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):	NAVINKUMAR REVABHAI PATEL		
Home Address:	176 CAMDEN TRCE, MACON, GA 31210		
Sex	Race	Date of Birth	Social Security Number
M	ASIAN	[redacted]	

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

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

Patel N.R
Signature

6/20/24
Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

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: VAHIN 2024 INC DBA KINGS FOOD MART

Printed Name of Applicant: NAVINKUMAR PATEL

*Signature of Applicant: Patel N.

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 26 DAY OF August, 20 24.

Katrina Lynch
NOTARY PUBLIC

12-28-26
MY COMMISSION EXPIRES

STATE OF GEORGIA NOTARY PUBLIC
KATRINA LYNCH
Bibb County
My Commission Expires
December 28, 2026

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response Details

Case Verification Number:	0024254161725XS
Employment Authorization Document (EAD) Expiration Date:	12/20/2027
Provision of Law Code:	C14

Agency Submitted Details

Full Name:	Navinkumar Patel
Date of Birth:	
Alien Number:	[redacted]
Initiated On:	09/10/2024
Initiated By:	IHAL0956
Point of Contact Name:	Ian Hall
Point of Contact Phone Number:	(478) 310-2173
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

MEASUREMENT FORM

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

APPLICANT: **NAVINKUMAR PATEL**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **2765 HOUSTON AVE.**

BUSINESS NAME: **VAHIN 2024 INC DBA KINGS FOOD MART**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
_X_Comply __ ___ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 7/1/24

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

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

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

King Food Mart (Yachin 2024 Inc.)
2765 Houston Avenue

4,100' — SCHOOL GROUND property line
Bruce Elementary School

4,175' — SCHOOL BUILDING
Bruce Elementary School

5,800' — COLLEGE CAMPUS property line
Mercer University - main campus

14,750' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

10,500' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

1,700' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Murphey Homes

1,350' — CHURCH (building)
Victory Deliverance Evangelistic Church

1,000 — CHURCH GROUNDS
Victory Deliverance Evangelistic Church

1,600' — M-B COUNTY RECREATION CENTER property
Memorial Park Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a: "Gas Station"

O.K.!
Paul J. Hornowski
June 27, 2024

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McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
63083	566525	Print Legal Ad-IPL01797630 - IPL0179763		$46.36	1	29 L

Attention: Bhaveshkumar B
KINGS FOOD MART
2765 HOUSTON AVE
MACOM, GA 312016

patelrishabh814@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 28, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as VAHIN 2024 LLC/KINGS FOOD MART, 2765 HOUSTON AVE, MACON, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 21, 2024. NAVINKUMAR PATEL, Applicant
IPL0179763
Jun 23,30 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:
06/23/24, 06/30/24

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 Demons

Sworn to and subscribed before me this 20th day of August in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

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ZONING COMPLIANCE

PERMIT NO: ZC-2024-1641	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 09/10/2024
PARCEL NO: P092-0035	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Navinkumar Patel	
	Vahin 2024 Inc DBA Kings Food Mart	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	2765 HOUSTON AVE	
PROPERTY OWNER'S NAME:	S & S BUSINESS GROUP LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2020-0321, approval is granted to change the ownership of an existing c-store with fuel sales and alcohol packaged to-go and continue its operation as it is currently. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/10/2025

APPROVED BY: Butch Sementelli

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:	**VAHIN 2024 INC**	Control Number:	**24111145**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**All Other General Merchandise Retailers**
Principal Office Address:	**2765 HOUSTON AVE, MACON, GA, 31206, USA**	Date of Formation / Registration Date:	**6/4/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **NAVINKUMAR R PATEL**

Physical Address: **2765 HOUSTON AVE, MACON, GA, 31206, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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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: KINGS FOOD MART Name of Corporation: VAHIN 2024 LLC

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

Individual:

Name and Title: NAVIN KUMAR PATEL Telephone Number: 478-491-0847

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

Residential Street Address: 176 CAMDEN TRCE

P.O. Box Not Allowed (City State Zip)

Mailing Address: MACON, GA 31210

(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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☑ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: NAVINKUMAR Last Name: PATEL

Home Address: ~~176~~ 176 CAMDEN TRCE City: MACON State: GA Zip: 31210

Home Phone #: 478-491-0847 Email: PATELRISHABH8TH@YAHOO.COM

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

Mailing Address: 2765 HOUSTON AVE 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.

Current Color photograph of applicant.

$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Patel NP — Applicant's Signature

6/20/24 — Date

I hereby certify that Navinkumar 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 26 day of August, 20 24.

Notary Public

12-28-26 — My Commission Expires

KATRINA LYNCH
Bibb County
My Commission Expires
December 28, 2026

Rev. 7/2021

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

NAVINKUMAR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-06-24

Serial No.

cert_pdxlpm32

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Navinkumar Patel



AH001396

ALCOHOL HANDLER

EXP: 12/31/2025

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COMMERCIAL REAL ESTATE LEASE CONTRACT

(Convenience Store)

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter "Lease"), made effective the 1st June 2024, by and between ***Vency Investment Group LLC, a Georgia corporation*** (hereinafter referenced as "Landlord") and ***VAHIN 2024 INC., a Georgia corporation*** (hereinafter referenced as "Tenant").

WITNESSETH:

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

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the convenience store and improvements only, located at ***2765 Houston Ave, Macon GA 31206*** and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Premises").

2. **Term of Lease.** The Term of this Lease shall commence on the 1st day of June 2024, and unless sooner terminated as hereinafter provided, shall expire on the 1st day of June 2039(the "Initial Term").

3. **Rental and Late Fees.**

3.1 Rental. Tenant agrees to timely pay Landlord, during the Term, pursuant to an electronic funds transfer (EFT) agreement executed between the parties, in advance, rent in the amount as follows:

a) 1st June, 2024 to 31st December, 2025 - $6,000.00 per month including CAMIT;
b) 1st January 2026 to 31st December 2027- $7000.00 per month including CAMIT; (only if the new pumps are installed).
c) Thereafter, commencing on 1st January, 2028 rent shall increase in the amount of two percent (2%) per year during each year of the Term.

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

3.3 Late Fees. Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities, and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before three (3) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months.

Landlord's Initials SS

Tenant's Initials

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3.4 *Insufficient Funds.* In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) $250.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is **greater.**

4. **Utilities, Taxes, and Other Amounts.**

4.1 *Utilities.* Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may, at Landlord's option, pay same and any such amount and/or expenses paid by Landlord shall be paid by Tenant to Landlord, plus an administrative charge of $175.00, with the next rental payment due.

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

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

5. **Security Deposit.** As security for Tenant's prompt and full payment of the rent and other amounts, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord ***$6000.00.*** It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this 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

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be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit. Landlord shall permit the assignment of the Security Deposit to any assignee or sublease for which it grants its consent.

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

7. **Operation of the Premises.**

7.1 Restrictions and Guidelines. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least eighteen (18) hours a day, seven days per week; and (7) comply with all requests necessary to keep the then existing brand (currently *Shell*) at the location. Tenant must enter into and comply with all terms and conditions of the Action Fuels, LLC Contract Supply Agreement for the full term of the Lease. At the natural expiration of such agreement, Landlord must approve any new supplier and brand.

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

8. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. **None of the equipment shall be removed from the Premises.**

9. **Repairs and Maintenance.**

9.1 Repairs and Maintenance by Tenant. Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, and all equipment, fixtures and other improvements located upon the Premises, including the septic system (if any), HVAC system, plumbing, parking lot and curbs. Additionally, Tenant shall be responsible for any repairs or maintenance to the pumps, canopy, signage, underground storage tanks, and associated equipment. 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 condition and repair as when

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first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

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

10. Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall not terminate and rental shall not abate and Tenant shall restore Premises to substantially the same condition as existed before damage as speedily as practicable.

11. Indemnification of Landlord Against Loss or Claim. For and during the Term and any Renewal Term(s) of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Further, Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

12. Tenant's Insurance of the Premises.

12.1 General Property Insurance. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. Tenant acknowledges that so long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.

12.2 Comprehensive/General Liability Insurance. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than $1,000,000.00 single limit coverage for each accident or occurrence, and not less than $1,000,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

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

14. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Landlord shall be solely entitled to any condemnation award.

15. Assignment and Subletting.

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15.1 Transfer or Sale of Interest. Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Furthermore, it is acknowledged and agreed that Tenant **may not** sell the business or any interest therein, or share in any proceeds from the sale of the business, assign this Lease, enter into a management agreement or otherwise transfer any interest in the Premises to any party whatsoever, without the prior written consent of Landlord, which shall not be unreasonably withheld. Prior to Landlord's making a decision relating to any business sale, lease assignment, interest transfer or other such agreement relating to this Lease, the Premises or the business operated thereon, Tenant shall provide Landlord a written agreement containing the terms and conditions of the proposed business sale, interest transfer, lease assignment, or other agreement.

15.2 Non-Waiver. Consent to any assignment, sublease, or transfer shall not waive any of Landlord's rights under this Lease or have the effect of releasing Tenant from any obligation under this Lease, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In regard to each assignment, sublease, or transfer, Tenant agrees to be responsible for Landlord's attorney's fees associated therewith, as well as pay to Landlord an administrative/assignment fee of $1,500.00, for each assignment.

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

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

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

17. Notices. All notices, payments, and demands permitted or required to be given by either party

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to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:	**Tenant:**
Vency Investment Group LLC	VAHIN 2024 INC
5675 Jimmy Carter Blvd, Ste 110	2765 Houston Ave,
Norcross GA 30071.	Macon GA 31206

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

18. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distrait proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease may also be sent to Tenant's last known address, if different from the Premises.

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

20. **Personal Guaranty.** It is acknowledged and agreed that the payment, obligations, performance, and other requirements contained in this Lease shall be personally guaranteed by **Navinkumar Revabhai Patel** pursuant to a form acceptable to Landlord.

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

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

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in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

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

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

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

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

27. **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.

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

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

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

31. **Attorney's Fees and Homestead.** In the event Landlord retains an attorney at law to enforce any provision of this Lease, Tenant agrees to pay Landlord's reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

Landlord's Initials S.S

Tenant's Initials

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32. **Time of Essence.** Time is of the essence of this Lease.

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

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

35. **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.

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

37. **Inherent Risks.**

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

37.2 Release of Landlord. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

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

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

38.1 Document Preparation. 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.

38.2 Contracts. Tenant agrees that it shall not enter into any contracts affecting the Property or the business located thereon without written consent of Landlord, which may be withheld in Landlord's sole discretion.

[execution appears on the following page]



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IN WITNESS WHEREOF, 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

LANDLORD:

By: **Vency Investment Group LLC**
Its: Member

Signed, Sealed and delivered
In the presence of:

Witness

TENANT:

By: VAHIN 2024 INC

PERSONAL GUARANTORS:

(Seal)

By: Navinkumar Revabhai Patel
SSN:

N JIWANI
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 27, 2027

Landlord's Initials _____

Tenant's Initials

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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'sknowledge.

Agent's Signature: NAVINKUMAR PATEL Date: 6/20/24

Business Name: VAHIN 2024 INC DBA KING FOOD MART

I hereby certify that Navinkuma 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 26 day of August, 2024.

Notary Public

STATE OF GEORGIA NOTARY PUBLIC
KATRINA LYNCH
Bibb County
My Commission Expires
December 28, 2026

12-28-26
My Commission Expires

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: Patel NA Date: 6/20/24
(If different from Agent)

Title: OWNER

Business Name: VAHIN 2024 INC DBA KING FOOD MART

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

This 26 day of August, 2024.

Notary Public

12-28-26
My Commission Expires

STATE OF GEORGIA NOTARY PUBLIC
KATRINA LYNCH
Bibb County
My Commission Expires
December 28, 2026

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: VAHIN 2024 IHC DBA KINGS FOOD MART

Business Address: 2765 HOUSTON AVE, MACON, GA 31206

***Instructions*:**

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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.

PCDJHB
Applicant/Agent Signature

6/20/24
Date

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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: VAHIN 2024 INC DBA KINGS FOOD MART

Business Address: 2765 HOUSTON AVE, 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.

(7210)

Code Enforcement Department Designee

8/28/2024

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.

Patel MP

Applicant/Agent Signature

6/20/24

Date

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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
Patel HR	HAVINKUMAR PATEL	6/20/24

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Alcohol License Questionnaire

Name of Business: KING FOODMART
Owner's Name: NAVINKUMAR PATEL
Address: 2765 HOUSTON AVE
MACON, GA 31206

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

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

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
Please circle one: ☐ Relation, see below ☒ No Relation

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

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

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

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

Patel HP — Signature
NAVINKUMAR PATEL — Print Name
6/20/24 — Date

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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: VAHIN 2024 INC DBA KINGS FOOD MART

Business Address: 2765 HOUSTON AVE, 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

Patel MP
Applicant/Agent Signature

6/20/24
Date

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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 #

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Property owners

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: SHIRAZ SALEEM

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

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

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

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

PROPERTY ADDRESS:- 2765 HOUSTON AVE, MACON GA 31206
CORPORATION NAME:- YENCY INVESTMENTS GROUP LLC

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

Print and Sign Name

Sworn to and subscribed before me this
26 day of August, 20 24.

Notary Public
My Commission Expires: 12-28-26

KATRINA LYNCH
Bibb County
My Commission Expires
December 28, 2026

Rev. April 2022
See O-22-0011

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OWNER

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: NAVINKUMAR 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

_____

_____

_____

_____

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

NAVINKUMAR PATEL, PRES N.P.
Print and Sign Name

Sworn to and subscribed before me this

26 day of August, 20 24.

Notary Public

My Commission Expires: 12-28-26

STATE OF GEORGIA NOTARY PUBLIC
KATRINA LYNCH
Bibb County
My Commission Expires
December 28, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

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: Navinkumar Patel – Fingerprints Completed : 10/01/2024

Business Name: VAHIN 2024 INC DBA Kings Food Mart

Business Address: 2765 Houston Ave, Macon, GA 31206

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

Granted DocuSigned by: 10/14/2024
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

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 12/11/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF
Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 3C861164-A2F1-4302-B156-80AE62C0D985

Tax Parcel Id# P092-0035

STATE OF GEORGIA
COUNTY OF GWINNETT

Please Return to: Mills & Hoopes, LLC
1550 North Brown Rd, Ste. 130
Lawrenceville, Georgia 30043

LIMITED WARRANTY DEED

THIS INDENTURE is made effective the 9th day of May 2024, by and between **S & S BUSINESS GROUP, LLC,** a Georgia limited liability company (hereafter the "Grantor"), and **VENCY INVESTMENT GROUP, LLC,** a Georgia limited liability company (hereafter the "Grantee").

W I T N E S S E T H :

THAT Grantor for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise and convey to Grantee, its successors and assigns, all the right, title, interest, claim, or demand which Grantor has or may have had in and to the property and improvements commonly known as ***2765 Houston Avenue, Macon GA 31206*** (the "Property"), being more particularly described on Exhibit "A", and subject only to those items more particularly described on Exhibit "B" (the "Permitted Exceptions"). Said Exhibits are attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the Property together with all singular rights, members and appurtenances thereof, unto the Grantee, its successors and assigns, IN FEE SIMPLE, and Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

J HOOPES
NOTARY PUBLIC
Gwinnett County, Georgia
My Comm. Expires March 19, 2025

GRANTOR:
S & S BUSINESS GROUP, LLC

(Seal)
By: Nirmal Singh
Its: Member

NS

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

ADDED TO THE DECEMBER 16, 2024 PRE-COMMISSION AGENDA

Business Information

Business Name: MKD FUEL & FOOD INC

Business Type: Corporation

Address Information

Location Address: 5730 COLUMBUS RD MACON GA 31206-5203

Alcohol License Information

License Type: Retail

Start Date: 10-25-2024

Beer: Yes

Wine: Yes

Liquor: No

Airline or Railway Carrier: No

Local Jurisdiction Type: City

Local Jurisdiction: MACON

Arrest History: No

Licensee Information

Licensee Type: Individual

Licensee Name: PATEL, HEMLATABEN

Additional Information

Primary NAICS: 445131

Officers	Officer or Responsible Party
PATEL, PRAVINKUMAR	Officer
PATEL, HEMLATABEN	Both
PATEL, HEMLATABEN	Both

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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 ThatApply)

*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.

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

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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

BUSINESS

Federal Tax ID #: 99-4557644 State Tax ID#: 203010628 38

Business Name: MKD Fuel & Food Inc Corporate and Trade Name: _____

Local Business Address: 5730 Columbus Rd Macon Ga 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 5730 Columbus Rd Macon Ga 31206
Street Address (City State Zip)

Local Business Phone #: 478-477-5447 Email Address: pravinpatel200702@yahoo.com

Contact Person: Pravin Patel Contact Phone #: 229-314-0415

AGENT

Agent's Name: Hemlataben Patel Agent's Title: owner

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

Home Address: 109, Yeerwood drive City: Macon State: GA Zip: 31206

Home Phone #: 229-314-0415 Email: PravinPatel200702@yahoo.com

Mailing Address: 5730, columbus Road 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: Hemlataben Patel Title: Owner

Home Address: 207 N Baker St City: Buena Vista State: Ga Zip: 31803

Home Phone #: 229-314-1513 Email: pravinpatel200702@yahoo.com

Mailing Address: 5730 Columbus Rd City: Macon State: Ga Zip: 31206

Rev. 08/23

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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):	Hemlataben Patel		
Home Address:	207 N Baker St Buena Vista, Ga 31803		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Female	Asian	[redacted]	

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

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

H. P. Patel — Signature

10/21/24 — Date

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ Agency Designee Signature and Title

_____ Date

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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: MKD Fuel & Food Inc

Printed Name of Applicant: Hemantkumar Patel

*Signature of Applicant: H.P. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 21 DAY OF October, 2024.

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

C

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

MEASUREMENT FORM

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

APPLICANT: **HEMLATABEN PATEL**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **5730 COLUMBUS RD.**

BUSINESS NAME: **MKD FUEL & FOOD ZONE INC.**

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 X_Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
for John W. Hayes, Macon-Bibb County Engineer

Date: 11-4-2024

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

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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

MKD Fuel & Food Inc. ✳ Refer to Attorney's Office Paul J. Horowski November 3, 2024

#5730 Columbus Road

2,000' — SCHOOL GROUND property line

Westside Highschool

2,350' — SCHOOL BUILDING

Westside Highschool

2,650' — COLLEGE CAMPUS property line

Middle Georgia State University

1,300' — ALCOHOLIC TREATMENT CENTER building

River Edge - Fulton Mill Road

15,350' — PUBLIC LIBRARY or BRANCH building

Library Annex - Macon Mall

8,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Martin Place

400' — CHURCH (building)

Journey Baptist Church

✳ 297' — CHURCH GROUNDS

Journey Baptist Church

24,150' — M-B COUNTY RECREATION CENTER property

Freedom Park

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

Applicant self-identifies as a: "Gas Station"

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

ORDER DETAILS

Order Number:
IPL0200870
External Order #:
605360
Order Status:
Approved
Classification:
Legals & Public Notices
Package:
MAC - Legal Ads 1x Per Week 2 Weeks
Final Cost:
$77.00
Payment Type:
Mastercard
User ID:
IPL0055352

ACCOUNT INFORMATION

Hemlata Patel
5730 Columbus Road
Macon, GA 31206
229-314-0415
pravinpatel200702@yahoo.com

PAYMENT DETAILS

[redacted]

TRANSACTION REPORT

Date
October 22, 2024 6:33:09 PM EDT
Amount:
$51.00
Date
October 23, 2024 8:40:30 AM EDT
Amount:
$26.00

SCHEDULE FOR AD NUMBER IPL02008700

October 27, 2024
The Telegraph (Macon) Print Publication
November 3, 2024
The Telegraph (Macon) Print Publication

PREVIEW FOR AD NUMBER IPL02008700

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 **3rd day of November, 2024**, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **MKD Fuel and Food Inc. is 5730 Columbus 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 27th day of October, 2024. **Hemlataben Patel**, Applicant
IPL0200870
Oct 27,Nov 3 2024

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2653	PERMIT TYPE: Permitted Use	DATE ISSUED: 10/11/2024
PARCEL NO: J0090045	ZONING DISTRICT: PDM	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Pravin Patel MKD FUEL & FOOD INC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	5730 COLUMBUS RD	
PROPERTY OWNER'S NAME:	Hemlata Patel	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing fueling center with canopy and 4 fuel dispensers. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. Any signage changes will require a separate application 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: 10/11/2025

APPROVED BY: Butch Sementelli

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

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MKD Fuel & Food Inc.**	Control Number:	**24157976**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**5730 Columbus Rd, Macon, GA, 31206, USA**	Date of Formation / Registration Date:	**8/14/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Pravinkumar Patel**

Physical Address: **207 N Baker St, Buena Vista, GA, 31803, USA**

County: **Marion**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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: MKD Fuel & Food Inc Name of Corporation: MKD Fuel & Food Inc

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

Individual:

Name and Title: Hemlataben Patel Owner Telephone Number: 229-314-0415

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

Residential Street Address: 5730 Columbus Rd Macon, Ga 31206

P.O. Box Not Allowed (City State Zip)

Mailing Address: 5730 Columbus Rd Macon, Ga 31206

(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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☑ Privately Held Corp./Company
- Corporate Officer: Yes ✓ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Hemlataben Last Name: Patel

Home Address: 207 N Baker St City: Buena Vista State: Ga Zip: 31803

Home Phone #: 229-314-1513 Email: pravinpatel200702@yahoo.com

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

Mailing Address: PO Box 412 City: Buena Vista State: Ga Zip: 31803

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

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.

H. P. Patel — Applicant's Signature

10/21/24 — Date

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

This 21 day of October, 20 24.

JB — Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025 — My Commission Expires

Rev. 7/202121

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

HEMLATABEN PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-10-14

Serial No.

cert_b6fywxtp

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

Hemlataben Patel



AH001405

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

REAL ESTATE CONTRACT

THIS *REAL ESTATE CONTRACT* (the "Contract") is made and entered into this _____ day of _____, 2024, by and between **HEMLATABEN PATEL** (hereinafter referred to as "Purchaser"), and **JAY SHREE KRUPA, INC.** (hereinafter referred to as the "Seller").

WITNESSETH THAT:

For and in consideration of the mutual, several, and reciprocal covenants hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

1. SALE. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, upon the terms and conditions herein set forth, the real property described below, together with all fixtures therein or thereon and all appurtenances thereto, to include the operating business located thereon (hereinafter the "Business") (all of which are hereinafter referred to as the "Property"):

> All that tract or parcel of land lying and being in Land Lot 43 of the 4th District of Bibb Country, Georgia, being more particularly described as follows:
>
> BEGIN at a concrete monument found on the southern right-of-way of Columbus Rd. (right-of-way varies), said point of beginning also being at the southeast corner of the intersection of Columbus Road and Fulton Mill Road (right-of-way varies) and run thence along the southern right-of-way of Columbus Rd. N86°48'26"E 71.24 feet to a point; continue thence N88°31'32"E 342.42 feet to a concrete monument found; continue thence N87°53'36"E 25.45 feet to a point at the intersection of the southern right-of-way of Columbus Rd. with the northwestern right-of-way of Fulton Mill Ct. (45' right-of-way); run thence along the northwestern right-of-way of Fulton Mill Ct. S58°55'46"W 72.11 feet to a point; continuing thence along the arc of a curve to the left (said arc being subtended by a chord bearing S65°31'30"W, having a chord length of 101.99 feet and a radius of 60.0 feet) an arc distance of 121.90 feet to a point; continue thence S56°18'17"W 8.34 feet to a point; continue thence S31°40'29"E 12.70 feet to a point; continue thence along the arc of a curve to the left (said arc being subtended by a chord bearing S47°22'18"W, having a chord distance of 309.55 feet and a radius of 1,048.90 feet) an arc distance of 310.68 feet to a point; thence leaving the northwestern right-of-way of Fulton Mill Ct. and running N50°51'47"W 95.95 feet to a concrete monument found on the eastern right-of-way of Fulton Mill Road (right-of-way varies); run thence along the eastern right-of-way of Fulton Mill Road N00°00'07"E 204.10 feet to a concrete monument found; run thence N34°44'08"E 31.86 feet to a concrete monument found at the point of beginning; being shown as 1.49 acres on plat entitled "Survey for: Jay Shree Krupa, Inc., Pravinbhai H. Patel, CornerstoneBank, U.S. Small Business Administration, and Fidelity National Title Insurance Company" prepared by Ocmulgee Surveyors,

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Engineers, Consultants, Planners, being the seal of Marty A. McLeod, Georgia RLS 2991, dated March 21, 2012, and last revised June 7, 2012.

Tax Parcel No.: J009-045
Address: 5730 Columbus Road, Macon, Georgia

Seller makes no representations, and provides no warranty, as to the accuracy of such legal descriptions.

The Property includes the Business which, collectively and without limitation, includes the following assets related to the Business all furniture, fixtures, equipment, furnishings, trade fixtures, personal property, and tangible assets located at the Business and owned by Seller; cash registers, software programs, information systems, procedures and functions and all rights under licenses relating to the use thereof if transferrable; security systems if any; warranties and guaranties related to all equipment if any and if transferable; all signage and improvements located at the Business; and good will.

2. PRICE. The purchase price for the Property shall be One Million Three Hundred Thousand Dollars ($1,300,000.00), and payment shall be made by Purchaser to Seller in cash at closing. Additionally, as set forth in Section 9, Special Stipulations, Purchaser shall purchase the inventory of the convenience store located on Parcel 2 existing on the date of Closing with payment terms as set forth in said Stipulations. Purchaser has this day paid to Robert R. Lomax, LLC, as escrow agent, Twenty-Five Thousand Dollars ($25,000.00) as earnest money, which shall be returned or credited to Purchaser at closing. Seller and Purchaser shall enter into an Escrow Agreement with Robert R. Lomax, LLC and shall equally share the fee of the Escrow Agent, which shall be $600.00 in total.

3. WARRANTY. Seller warrants that Seller is and will be able to convey the Property to Purchaser by limited warranty deed, with good and marketable title in fee simple, free and clear of all liens or encumbrances. "Good and marketable title," as used herein, shall mean title which is insurable by a reputable title insurance company at standard rates on the ALTA form then in use in the county where the land lies and with exception only to real estate taxes not delinquent, valid and enforceable utility easements of record serving said Property, leases and such other easements and/or other restrictions as may be specified in this Contract. Purchaser shall have until 30 days after the Effective Date ("Title Objection Period"), (the "Title Commitment") for an ALTA Owner's Title Policy, showing the state of the title to the Property which would appear in an

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ALTA Owner's Title Policy, if issued and Purchaser shall have the right, but not the obligation, to object to or comment on any of the matters disclosed by the Title Commitment by delivering written notice to Seller within such period (collectively, "Purchaser's Objections"). If Purchaser delivers to Seller any such Purchaser Objections, Seller shall use reasonable efforts to cure those objections that may be cured at a minimal expense to Seller, to the satisfaction of Purchaser, any such Purchaser Objections (each such action completed to the satisfaction of Purchaser shall be deemed a "Cure"). In the event Seller is unable to effect the Cure of all of Purchaser's Objections within fifteen (15) days after expiration of the Title Objection Period (the "Cure Period"), and Seller and Purchaser have not entered into a written agreement in regard to the modification or elimination of Purchaser's Objections, then Purchaser shall, in its sole and absolute discretion, be entitled to terminate this Agreement by delivering to Seller written notice of termination within five (5) days after the expiration of the Cure Period or proceed to closing and accept title to the Property subject to such Purchaser's Objections, without offset (except as might otherwise be agreed to by Seller and Purchaser in writing). All exceptions appearing in the Title Commitment which are approved in writing by Purchaser are herein referred to as the "Permitted Exceptions"; provided, however, that as to Purchaser's Objections, if Seller Cures any such Purchaser's Objection to Purchaser's satisfaction, which satisfaction must be evidenced by a written notice executed by Purchaser, then such exception, as so modified by the Cure, shall be deemed included in the term Permitted Exceptions. Notwithstanding the foregoing and any other provision to the contrary contained herein, Seller shall be obligated to satisfy, eliminate and remove from all public records at or prior to the Closing all liens, mortgages, security interests, financing statements, assignments and other similar exceptions to the title to the Property, and all debt secured thereby, and Purchaser shall have the right to require that the Title Company and the Seller, at the Closing, apply such portion of the Purchase Price as may be necessary to fully discharge any such liens and the debt secured thereby and close the transactions contemplated hereby. At closing, Seller will execute and deliver an Affidavit to the effect that there are no judgments, bankruptcies, liens, or other claims of any nature whatsoever against the Property (except for current non-delinquent real estate ad valorem taxes or special assessments to be paid at closing) other than expressly referenced herein.

4. CLOSING/CLOSING COSTS. Subject to Special Stipulation 9(vii), the sale herein contemplated shall be closed by the parties ON OR BEFORE OCTOBER 1, 2024, by Robert R.

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Lomax, LLC, as the closing attorney who represents Purchaser. At the closing, each party shall execute and deliver all documents and instruments necessary to consummate the sale of the Property provided herein. All expenses with respect to the Property, including 2024 real estate ad valorem taxes, shall be prorated as of the date of closing. Seller shall provide a standard limited warranty deed conveying the Property to Purchaser, same to be in form and content to the reasonable satisfaction of counsel for Purchaser. All unpaid assessments against the Property shall be paid in full by Seller at or prior to the closing. Purchaser shall be solely responsible for all closing costs, including costs for the preparation of the Warranty Deed, the Georgia Real Estate Transfer and Intangible Tax, title insurance fees, other closing documents, and all costs incurred by Purchaser in obtaining financing to purchase the Property.

5. CONDITION OF PROPERTY. Seller warrants that at time of closing the Property will be in the same condition as it was on the date this Contract was signed by Seller, normal wear and tear excepted. At closing, Seller agrees to transfer to Purchaser Seller's interest in any manufacturer's warranties, service contracts, and/or other similar warranties which by their terms may be transferable to Purchaser. Seller shall cause utility services to be operational so that Purchaser may complete all inspections under this Agreement.

6. INSPECTION. Purchaser, its inspectors, or representatives, at Purchaser's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting (including conducting the final walkthrough), examining, testing, and surveying the Property. Purchaser agrees to assume all responsibility for the acts of itself, its inspectors, and representatives in exercising its rights under this paragraph and agrees to hold Seller harmless for any damages or injuries resulting therefrom.

Purchaser, or an inspector of Purchaser's choice at Purchaser's expense, may make a diligent, prudent and competent inspection of the Property including, but not limited to, (1) all appliances remaining with the Property; (2) heating and air conditioning systems; (3) plumbing (including without limitation sewer/septic and water/well system, pool and spa); (4) electrical system; (5) roof, gutters, structural components, foundation, fireplace(s) and chimney(s); (6) drainage conditions or evidence of excessive moisture adversely affecting the structure; (7) excessive levels (as defined by the Environmental Protection Agency) of radon, toxic wastes, hazardous substances, or other undesirable substances; (8) any other condition or circumstances which may adversely affect the Property; and (9) any personal property described in the Special Stipulations of this Agreement.

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7. RESPONSIBILITY TO COOPERATE. All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Contract shall be produced, executed and/or delivered by the parties at the time required to fulfill the terms and conditions of this Contract. Purchaser and Seller agrees (i) to comply with, and (ii) to execute and deliver such certifications, affidavits, Internal Revenue Service 1099 information forms, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Seller).

8. COMMISSIONS. Seller and Purchaser hereby represent and warrant to each other, respectively, that no broker, realtor or agent has been employed by either of them in connection with this transaction, and no commissions are payable by them to any broker, realtor or agent. Seller and Purchaser each agree to indemnify, defend and save harmless the other from any expense or claim for fees or commissions resulting from the indemnifying party having dealt or agreed with any broker, realtor or agent in negotiating or consummating the sale hereunder.

9. SPECIAL STIPULATIONS. The special stipulations set forth in this Paragraph 9 below shall control the provisions of any other Paragraphs herein to the contrary and shall be deemed to be an amendment of any such provisions:

(i) All fixtures shall remain with the Property.

(ii) Notwithstanding Purchaser's right and option to have the Property inspected prior to Closing, Purchaser is purchasing the Property "AS IS, WHERE IS" and Seller shall have no obligations to make any repairs whatsoever.

(iii) Seller will continue to operate the convenience store located the Property as an on-going business until Closing and shall maintain the inventory, to include gasoline, of such business at its current levels.

(iv) Purchaser shall immediately apply for their Georgia Lottery Commission license and the requisite license to sell beer and wine. Purchaser shall promptly take all necessary action to promptly obtain such license. The Closing of the transaction contemplated in this Agreement shall be contingent upon the Seller and Purchaser entering into a management agreement for three (3) months for Purchaser to apply for and or have transferred certain licenses required to operate the Business if the Purchaser desires, including but not limited to beer, wine, and lottery licenses. Purchaser shall indemnify and hold Seller harmless

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from any issue and/or matter arising out of such management agreement. Purchaser shall apply for the licenses required to operate the Business within seven (7) business days of the Closing.

(v) Immediately prior to the Closing (24 hours prior to the Closing), Seller and Purchaser shall jointly conduct an inventory of the convenience store located on the Property. In addition to the purchase price set forth in Section 2 of this Contract, Purchaser shall pay to Seller and Purchaser shall purchase from Seller, all the retail, merchandise inventory and operating supplies at the Property (the "Merchandise Inventory"), along with the retail motor fuel products at the Property (the "Motor Fuel Inventory"), on the Closing. As used herein, "Inventory" shall mean the Merchandise Inventory and the Motor Fuel Inventory. Payment for the Inventory shall be due at the time of turnover of possession of the Property.

a) Motor Fuel Inventory. The value of the Motor Fuel Inventory shall be calculated by multiplying the number of gallons (net of water) of each grade and type of product times an amount equal to Seller's reasonably proximate laid-in cost per gallon, said cost to be calculated based upon Seller's records which substantiate the most recent invoice price.

b) Merchandise Inventory. The Merchandise Inventory shall be valued at Seller's standard marked retail price less twenty five percent (25%). The determination of Seller's cost for Merchandise Inventory shall be made by independent inventory appraisers, one to be selected by and paid by Purchaser and one to be selected by and paid by Seller. In the event of dispute, the appraiser for each party shall appoint another appraiser, whose decision shall be final and binding on the parties. The parties may agree to retain a single appraiser, whose fee shall be evenly shared by the parties and whose determination shall be final and binding on the parties.

(vi) The Seller shall provide a No Dispute Certificate from Master B Licensee for the Property and warrants there is not a COAM Location Agreement that will survive Closing Date. The Seller shall cooperate and provide Purchaser as Purchaser requests for any additional proof and verification of a COAM Location Agreement.

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(vii) At Closing, Purchaser agrees to either (i) assume and enter into the existing agreement with the D & D Energy Inc. ("Fuel Supplier") under terms acceptable to Purchaser and the Fuel Supplier, or (ii) enter into a new fuel supply agreement with the Fuel Supplier. Purchaser shall provide evidence of such assumption or new agreement no later than [insert deadline] prior to the Closing Date. Effective as of the Closing Date, Purchaser hereby releases Seller from any and all liability, obligations, or responsibilities related to the fuel supply agreement and must provide evidence of release from Fuel Supplier. Purchaser agrees to indemnify and hold Seller harmless from any claims, losses, damages, or liabilities that arise from the fuel supply agreement only after the Closing Date and not prior thereto.

10. SURVIVAL. All the terms and conditions of this Contract not fully performed at or prior to closing shall survive the closing hereunder and shall not be merged into the closing documents.

11. MISCELLANEOUS. This Contract constitutes the entire agreement between the parties and may not be modified or amended except by an instrument in writing signed by the parties. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns. Time is of the essence of this Contract. The paragraph headings contained herein are for identification only and are not to be construed as a part of any term, provision or condition hereof. If the sale contemplated by this Contract is not consummated due to a default of Seller, Purchaser's earnest money deposit shall be promptly refunded to Purchaser, and Purchaser shall have such other rights and remedies as allowed by law. If said sale is not consummated because of Purchaser's default, then Seller shall be entitled to retain said earnest money deposit and shall be entitled to such other rights and remedies as are provided by law or in equity. Should the Property, or any portion thereof, be damaged or condemned prior to the closing, Purchaser shall have the option to either (a) rescind this Contract or (b) comply with the terms hereof and have any insurance proceeds or damage awards assigned to Purchaser. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered personally or by courier service such as Federal Express or sent by United States certified mail, postage prepaid, return receipt requested, to the party being given such notice at the following addresses: If to Purchaser, to Post Office Box 412, Buena Vista, Georgia 31803, with a copy to

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Robert R. Lomax, Post Office Box 2339, Columbus, Georgia 31902; if to Seller, to 5730 Columbus Road, Macon, Georgia 31206.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract, the day and year first above written.

PURCHASER:

Witness
Printed Name: Pravin Patel

HEMLATABEN PATEL

SELLER:
JAY SHREE KRUPA, INC.

Witness
Printed Name: Sarah E Collins

By: _____
Pravinbhai H. Patel, President

REGINA G WALKER
NOTARY PUBLIC
MY COMM. EXPIRES
11/03/2026
MONROE COUNTY, GEORGIA

Exp. 11/3/26

Initials: _____ (Seller) 8 _____ (Purchaser)

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Agent Certification

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

Agent's Signature:_____ Date:_____

Business Name: _____

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

This_____ day of_____, 20____ .

_____ Notary Public

_____ My Commission Expires

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: H. P. Patel Date: 10/21/24
(If different from Agent)

Title: owner

Business Name: MKD Fuel & Food Inc.

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

This 21 day of October, 20 24.

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

JB Notary Public

03.11.2025 My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: MKD Fuel & Food Inc

Business Address: 5730 Columbus Rd Macon, Ga 31206

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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.

M. P. Patel
Applicant/Agent Signature

10/
Date

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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.

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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: MKD Fuel & Food Inc

Business Address: 5730 Columbus 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 — Date: 10/24/24

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

H.P. Patel — Applicant/Agent Signature — Date: 10/21/24

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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.

M. P. Patel	Hemlataben Patel	10/21/24
Signature	Print Name	Date

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Alcohol License Questionnaire

Name of Business: MKD Fuel & Food Inc
Owner's Name: Hemlataben Patel
Address: 5730 Columbus Rd Macon, Ga 31206

1. Do you own or are you leasing your business location? ✓ Own ___ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? $ 1.3 M

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

H. P. Patel	Hemlataben Patel	10/21/24
Signature	Print Name	Date

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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: MKD Fuel & Food Inc.

Business Address: 5730, Columbus Road, 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

H. P. Patel
Applicant/Agent Signature

10/21/24
Date

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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 #

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Jay Shree Krupa INC.
2. Name of the subject of this Certificate, if different from the applicant:
Pravin Patel
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Pravin Patel
Print and Sign Name

Sworn to and subscribed before me this
7th day of November, 2024.

Notary Public
My Commission Expires: 01/24/28

DON LEE SINGLETON NOTARY PUBLIC BIBB COUNTY GEORGIA MY COMMISSION EXPIRES 01/24/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Hemlataben Patel Owner (Business) + Property 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Hemlataben Patel
Print and Sign Name H. P. Patel

Sworn to and subscribed before me this
21 day of October, 20 24.

Jasmine Barnes
Notary Public
My Commission Expires: 03.11.2025

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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: Hemlataben Patel – Fingerprints Completed: 10.22.2024

Business Name: MKD Fuel & Food Inc

Business Address: 5730 Columbus Rd Macon GA 31206

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

Granted DocuSigned by: David Davis 1C561778CDEE414... 11/25/2024
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 6002DE7C-E1D7-439B-8857-07DE2AF51BA5

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 12/11/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

ADDED TO THE DECEMBER 16, 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.

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

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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

BUSINESS

Federal Tax ID #: 82-2802573 State Tax ID#: 20256988784

Business Name: HP LIQUORS Corporate and Trade Name: JAY AMBE 17 INC

Local Business Address: 6374 Zebulon Road, Macon GA 31220
(P.O. Box Not Allowed) City State Zip

Mailing Address: 6374 Zebulon Road, Macon GA 31220
Street Address (City State Zip)

Local Business Phone #: 478-405-6420 Email Address: hpliquors@yahoo.com

Contact Person: Hetal Patel Contact Phone #: 678-480-2716

AGENT

Agent's Name: Hetal K Patel Agent's Title: Manager/Owner

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

Home Address: 203 Lisa Marie Ct City: Warner Robins State: GA Zip: 31088

Home Phone #: 478-283-2218 Email: hpliquors@yahoo.com

Mailing Address: 6374 Zebulon Road City: Macon State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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):	HETAL K PATEL		
Home Address:	203 Lisa Marie Ct., Warner Robins GA 31088		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Female	Asian	[redacted]	

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

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

Hetal K. Patel
Signature

10/28/24
Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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: HP LIQUORS

Printed Name of Applicant: HETAL K PATEL

*Signature of Applicant: Hetal K. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 28th DAY OF OCTOBER, 2024.

NOTARY PUBLIC

01/11/2028

MY COMMISSION EXPIRES

VIVIANA MARINO
My Commission Expires
NOTARY PUBLIC
01/11/2028
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

SAVE

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:	0024303204304QV
Class of Admission (COA) Code:	SU6
Country of Birth:	IND - INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	hetal patel
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	10/29/2024
Initiated By:	IHAL0956
Point of Contact Name:	Ian Hall
Point of Contact Phone Number:	(478) 310-2173
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

MEASUREMENT FORM

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

APPLICANT: **HETAL PATEL**

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

BUSINESS LOCATION: **6374 ZEBULON RD.**

BUSINESS NAME: **JAY AMBE 17 INC. DBA HP LIQUORS**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
_X_Comply _ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 10/22/24

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

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
146422	594811	Print Legal Ad-IPL01952370 - IPL0195237		$46.36	1	29 L

Attention: HP Liquors

HP LIQUORS JAY AMBE 17 INC
6374 ZEBULON ROAD
MACON, GA 31220

hpliquors@yahoo.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 29, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as JAY AMBE 17 INC/HP LIQUORS, 6374 ZEBULON ROAD MACON GA 31220. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments. 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 22, 2024. HETAL PATEL, Applicant
IPL0195237
Sep 22,29 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:
09/22/24, 09/29/24

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 Demas

Sworn to and subscribed before me this 2nd day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2689	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 10/25/2024
PARCEL NO: I0050315	**ZONING DISTRICT:** PDE	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Hetal Patel Jay Ambe 17 Inc dba HP Liquors	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	6374 ZEBULON RD	
PROPERTY OWNER'S NAME:	Hetal Patel	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2018-21099, approval is granted to change the ownership of an existing package store with alcohol packaged to-go and continue its operation as it is currently. Operating hours shall cease by 9PM from Sunday - Thursday and by 10:30PM on Friday and Saturday. This approval shall also grant interior renovations if necessary. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 10/25/2025

APPROVED BY: Julie Grimm

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

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**JAY AMBE 17 INC**	Control Number:	**17085542**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Beer, Wine, and Liquor Stores**
Principal Office Address:	**6374 ZEBULON RD, MACON, GA, 31220, USA**	Date of Formation / Registration Date:	**8/7/2017**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MANISH PATEL**

Physical Address: **4501 RUSSELL PARKWAY, STE 4, WARNER ROBINS, GA, 31088, USA**

County: **Houston**

OFFICER INFORMATION

Name	Title	Business Address
HETAL K. PATEL	CEO	203 LISA MARIE CT., WARNER ROBINS, GA, 31088, USA
HETAL K. PATEL	CFO	203 LISA MARIE CT., WARNER ROBINS, GA, 31088, USA
HETAL K. PATEL	Secretary	203 LISA MARIE CT., WARNER ROBINS, GA, 31088, USA

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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: HP LIQUORS Name of Corporation: JAY AMBE 17 INC

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

Individual:

Name and Title: HETAL K PATEL-OWNER Telephone Number: 678-480-2716

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

Residential Street Address: 203 Lisa Marie Ct., Warner Robins GA 31088

P.O. Box Not Allowed (City State Zip)

Mailing Address: 6374 Zebulon Road, Macon GA 31220

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- o General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- o General Partner holding _____ % of all outstanding general partnership interests.
- o Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- o General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- o General Partner holding _____ % of all outstanding general partnership interests.
- o Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)
- o Managing Member, Total number of Managing Member(s): _____
- o Member holdings _____ % of all outstanding membership interests.

☑ Privately Held Corp./Company
- o Corporate Officer: Yes ☑ No ☑

☐ Other
- o Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: HETAL Last Name: PATEL

Home Address: 203 Lisa Marie Ct City: Warner Robins State: GA Zip: 31088

Home Phone #: 478-283-2218 Email: hpliquors@yahoo.com

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

Mailing Address: 6374 Zebulon Road, Macon GA 31220 City: Macon State: GA Zip: 31220

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

CERTIFICATION

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

Hetal K. Patel
Applicant's Signature

10/28/2024
Date

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

This 28th day of OCTOBER, 20 24.

Notary Public

VIVIANA MARINO
My Commission Expires
NOTARY PUBLIC
01/11/2028
HOUSTON COUNTY, GEORGIA

01/11/2028
My Commission Expires

Rev. 7/2021

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RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.
600' - school ground, school building, education building, or college campus. (revised8-23-23) PJH

HP Liquors
#6374 Zebulon Road

2,850' — CHURCH BUILDING 300'
Tabernacle Baptist Church

2,200' — CHURCH PROPERTY
Tabernacle Baptist Church

27,050' — M-B COUNTY RECREATION CENTER property line
Theron Vasey Park Community Center

26,900' — ALCOHOL TREATMENT CENTER building
River Edge - Fulton Mill Road

26,850' — PUBLIC LIBRARY or BRANCH building
Riverside Branch

24,950' — MHA property line
Martin Place

3,800' — SCHOOL GROUND property line 600'
Sonny Carter Elementary

4,300' — SCHOOL BUILDING
Sonny Carter Elementary

4,300' — EDUCATION BUILDING
Sonny Carter Elementary

25,900' — COLLEGE CAMPUS
Middle Georgia State University

19,200' — Existing PACKAGE STORE (1500'+ required)
74 Package Store

OK!
Paul J. Hoinowski
October 21, 2024

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

HETAL K PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-11-07

Serial No.

cert_brjjh898

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Hetal K Patel



AH000196

ALCOHOL HANDLER

EXP: 12/31/2025

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COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA
COUNTY OF MACON-BIBB

THIS LEASE made this 10st day of September 2024, by and between **JAY AMBE 15 LLC**, (hereinafter called "Landlord"), and **JAY AMBE 17 INC,** (hereinafter called "Tenant").

WITNESETH

1. *DEFINITIONS.*

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

Additional Rental is defined in Section 6 of this Lease.

Base Rental means the monthly rental calculated and payable pursuant to Section 4 of this Lease.

Building means that building, which is located at **6374 Zebulon Road, Macon, Macon-Bibb County, Georgia,** within the Property, together with any additions, replacements or alterations to it.

Buildings means Building and any other buildings located on the Property.

Demised Premises is defined in Section 2 of this Lease.

Landlord is defined in the first paragraph of this Lease.

Property means that tract or parcel of land and any improvements on which the building is located.

Tenant is defined in the first paragraph of this Lease.

Total Rental means Base Rental and Additional Rental as may be due and owing annually to Landlord under this Lease.

2. *DEMISED PREMISES.*

The Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these present does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (exclusive of any easement for light or air) located and being at **6374 Zebulon Road, Macon, Macon-Bibb County, Georgia,** (hereinafter called the "Demised Premises").

3. *LEASE TERM.*

3.1 To have and to hold the same for the term of **One Hundred, Eighty Two (182) months**, to commence on the **1st day of November, 2024,** and ending on **the 31st day of December, 2039,** at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Lease Term").

3.2 At the conclusion of this Lease Term, Tenant shall have the right to extend this Lease for an additional five (5) years in accordance with the rental payment terms as provided herein. Written notice of Tenant's intent to extend this lease shall be provided Landlord no later than ninety (90) days prior to the end of the original Lease Term. If written notice is not so provided, this Lease can only be extended by the mutual consent of both parties.

3.3 At the conclusion of this Lease Term or any extension thereof, Tenant shall return the Demised Premises to Landlord's control in substantially the same condition as of the date of the execution hereof, natural wear and tear excepted.

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4. *BASE RENTAL.*

For the first sixty (60) months of the Lease Term, the Tenant agrees to pay to the Landlord promptly on the **First (1st)** day of each month in advance, a monthly rental of **Eight Thousand Dollars ($8,000.00)**. For the second sixty (60) months of the Lease Term, The Tenant agrees to pay the Landlord promptly on the **First (1st)** day of each month in advance, a monthly rental of **Eight Thousand Five Hundred Dollars ($8,500.00)**. For the third sixty-two (62) months of the Lease Term, The Tenant agrees to pay the Landlord promptly on the **First (1st)** day of each month in advance, a monthly rental of **Nine Thousand Dollars ($9,000.00).**

The aforesaid payments of rent are to be made payable to **Jay Ambe 15, LLC** at **4002 Russell Pkwy, Warner Robins, GA, 31088** or at such other place as Landlord may from time to time designate in writing to Tenant. Should Rental payment be more than **five (5)** days late, **ten percent (10%)** of the monthly base rental shall be added as a late fee. Should any check of Tenant be returned due to insufficient funds, there shall be a bad check fee of $250.00 owed by Tenant to Landlord.

5. *SECURITY DEPOSIT.*

Tenant hereby agrees to keep on deposit with Landlord a Security Deposit of one month's base rental of **Eight Thousand Dollars ($8,000.00)** on or before the 1st **day of November 2024**. The Security Deposit shall be security for the full and faithful performance and observance by Tenant of the covenants, terms and conditions of this Lease, including, without limitation, the payment of Rent. No interest shall be payable on the Security Deposit, and it is agreed and acknowledged by Tenant that the Security Deposit is not an advance payment of rent or a measure of Landlord's damages in the case of default by Tenant. Upon the occurrence of an event of default under this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of Rent or any other sum as to which Tenant is in default or for the payment of any other injury, expense or liability resulting from any event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand an amount necessary to restore the Security Deposit to its original amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration date and after delivery of possession of the Premises to Landlord in accordance with the terms hereof. The Security Deposit shall not be assigned or encumbered by Tenant, and any such assignment or encumbrance shall be void.

6. *CONSTRUCTION OF THIS AGREEMENT.*

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.

7. *ADDITIONAL RENTAL.*

In addition to the Base Rental required to be paid pursuant to the terms of this Lease, Tenant agrees to pay, as additional rent, all sums and other charges required to be paid by Tenant pursuant to other provisions and exhibits to this Lease, whether or not the same be designated "Additional Rental" (hereinafter called "Additional Rental"), and Landlord shall have the same remedies for Tenant's failure to pay same when and as required, as if it constituted Base Rental.

8. *UTILITIES: ELECTRICITY AND OTHERS.*

8.1 Tenant shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Demised Premises regardless of who is the supplier and shall indemnity Landlord and save him harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

8.2 Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, whether or not provided by Tenant or Landlord, and that, if any equipment installed by Tenant shall require additional utility facilities, the same shall be furnished and installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

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9. *USE AND CARE OF PREMISES.*

The Demised Premises shall be used as a **Liquor/Package Store** and related purposes and no other. The Demised Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Demised Premises, any Buildings or the Property. Tenant does hereby hold Landlord harmless from any and all liability associated with Tenant's breach of this provision.

10. *ABANDONMENT OF THE PREMISES.*

Tenant agrees not to abandon or vacate the Demised Premises during the period of this Lease and agrees to use the Demised Premises for the purpose herein leased until the expiration hereof.

11. *REPAIRS BY TENANT.*

Tenant accepts the Demised Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, through the Lease Term and all renewals thereof, at its expense, maintain in good order and repair the Demised Premises, including the interior of the Building and other improvements located thereon, the underground utility and sewer pipes outside of the exterior walls of said Building, the plumbing, the windows and doors, all electrical systems, the heating and air conditioning equipment, the canopy, restrooms, walk-in coolers, and beer cave. In addition, Tenant shall maintain and keep the following in proper working order: the security DVR cameras, both Cash registers, the Walk-in Cooler, and the back-room freezer.

In the event Tenant fails to make said repairs, then Landlord may, but shall not be obligated to, make such repairs in which event Tenant shall promptly reimburse Landlord for all expenses incurred thereby, said expenses constituting Additional Rental hereunder. Tenant agrees to return the Demised Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or another casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord pursuant to Section 20 below.

12. *REPAIRS BY LANDLORD.*

Landlord shall, through the Lease Term and all renewals thereof, at its expense, maintain in good order and repair the roof (including structure, deck, insulation, flashing and membrane), the foundations and exterior walls of the building. However, Landlord shall not be responsible for any repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Demised Premises and shall be under no obligation to inspect same. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

13. *INSURANCE.*

Tenant shall pay upon demand, as Additional Rental during the Lease Term and any extension or renewal thereof, Landlord's cost of all insurance (including, but not limited to, general liability and property damage) on the Demised Premises for each year as such exceeds all insurance on the Demised Premises for the calendar year in which the Lease Term commences. In the event the Demised Premises are less than the entire property assessed for such insurance for any year during the Lease Term, then the insurance for such year applicable to the Demised Premises shall be determined by proration on the basis that the rentable floor area of the Demised Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease Term fails to coincide with the insurance years, then any excess for the insurance year during which the Lease Term ends shall be reduced by the pro rata part of such insurance year beyond the Lease Term.

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14. *LANDSCAPE MAINTENANCE.*

It shall be the responsibility of Tenant to maintain and upkeep the landscape surrounding Building, in a manner consistent with the surrounding property, to include all canopies.

15. *DESTRUCTION OF OR DAMAGE TO PREMISES.*

If the Demised Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. If the Demised Premises are damaged but not wholly destroyed by any of such casualties, the Rental shall abate in such proportion as use of the Demised Premises has been destroyed, and Landlord shall restore same to substantially the same condition as before damage as speedily as practicable, whereupon full Rental shall commence.

16. *GOVERNMENTAL ORDERS.*

16.1 Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Demised Premises, including the obtaining of any required governmental licenses or permits. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to the Total Rental, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this Lease by giving written notice of termination to the other party, by registered or certified mail, which termination shall become effective Thirty (30) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice, unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of the Total Rental, or secure payment of said sum in manner satisfactory to party giving notice.

16.2 Tenant waives the benefits of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

17. *CONDEMNATION.*

If the whole of the Demised Premises, or such portion thereof as will make same unusable for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the Lease Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and the Total Rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. 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.

18. *ASSIGNMENT AND SUBLETTING.*

Tenant may not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublease Demised Premises or any part thereof, or permit the use of Demised Premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Should Landlord permit any assignment or subletting by Tenant, there shall be a transfer fee payable to Landlord in the amount of Ten Thousand Dollars ($10,000.00), upon the occurrence of each assignment or subletting.

19. *TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES.*

19.1 In the event any mechanics', laborers', materialmen's or other liens shall be filed against the Demised Premises or any part of the Property or any Buildings or other improvements thereon by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Demised Premises through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien

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forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with interest at the rate of Eighteen percent (18%) per annum and all costs and expenses, including all attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant.

19.2 All trade fixtures and trade apparatus owned and installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term; provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, dock levelers or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Demised Premises caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Demised Premises and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.

19.3 Tenant shall not make any alterations, additions or decorations to the Demised Premises without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall, at all times during the Lease Term, present to Landlord plans and specifications for such work at the time Landlord's consent is sought. Tenant's Work and installations shall not impede or interfere with any work in other parts of the Building or the Property, and any alterations, additions and decorations or other work performed by Tenant shall not cause closing, interruption or impairment of Tenant's normal conduct of business. All work caused to be done by Tenant shall comply with the requirements and obligations of Tenant relating to Tenant's Work as set forth in this Lease. Tenant is required to provide Landlord with building permits and evidence of insurance as required.

19.4 Tenant's obligation to observe and perform any of the provisions of this Section 20 shall survive the expiration of Lease Term hereof or earlier termination of this Lease.

20. *CANCELLATION OF LEASE BY LANDLORD.*

It is mutually agreed that in the event Tenant shall default in the payment of the Rental and/or any Additional Rental herein reserved, when due, and fails to cure said default within Fifteen (15) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of the Total Rental, and fails to cure such default within Fifteen (15) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within Fifteen (15) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Total Rental 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, not satisfied or dissolved within Fifteen (15) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events Landlord at Landlord's option may at once, or anytime thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire Demised Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this Section may be given by Landlord, or its attorney or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the Demised Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter same 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 or detainer or other tort.

21. *RELETTING BY LANDLORD.*

Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's failure to cure any default within the time permitted as set forth in Section 20 hereof, may at Landlord's option enter upon and rent the

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Demised Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's Total Rental hereunder and the price obtained by Landlord and all other reasonable costs directly related to reletting, including, but not limited to the payment of commissions, the making of alterations, costs of leasing same, costs for any unamortized Tenant improvements and otherwise.

22. *EXTERIOR SIGNS.*

Tenant shall place no signs upon the outside walls or roof of or grounds surrounding the Demised Premises except with the written consent of Landlord. Any and all signs placed within the Demised Premises by Tenant shall be pre-approved by Landlord and maintained in a first-class condition. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

23. *ENTRY FOR CARDING, ETC.*

Landlord may card the Demised Premises "For Rent" or "For Sale" Thirty (30) days before the termination of this Lease. Landlord may from time to time enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers, existing or prospective mortgagees, or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to adjoining premises, if any.

24. *EFFECT OF TERMINATION OF LEASE.*

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect the base Rental, any additional Rental and any other charges due Landlord by Tenant.

25. *SUBORDINATION.*

This Lease is subject and subordinate to any first mortgage or first security deed now or hereafter placed on the Property of which the Demised Premises are a part; provided, however, that at the option of the first mortgage holder the Lease or portions of the Lease can be made superior to the first mortgage or security deed; provided further that unless the entire Lease is made superior to such first mortgage or security deed, the holder of said mortgage or the grantee of such security deed shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, security deed or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect, notwithstanding any default proceeding under said mortgage, security deed or obligations secured thereby. Tenant further agrees that it will attorn to the mortgagee, grantee or beneficiary of such mortgage or security deed, and their successors or assigns and to the purchaser or assignee under any such foreclosure. Tenant will upon request by Landlord, execute, deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Section.

26. *NO ESTATE IN LAND.*

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

27. *HOLDING OVER.*

If Tenant remains in possession of the Demised Premises after expiration of the Lease Term, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at a rental rate equal to 150% of the rental rate in effect at the end of the Lease Term computed on the basis of the then existing Base Rental plus one-twelfth (1/12) of the Additional Rental required by this Lease.

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28. *ATTORNEYS' FEES AND HOMESTEAD.*

If any rental owing under this Lease is collected by or through an attorney at law, or if Landlord employs an attorney at law to enforce any of the other terms or conditions of this Lease, Tenant agrees to pay or reimburse Landlord for all reasonable associated attorneys' fees, as Additional Rental hereunder.

29. *RIGHTS CUMULATIVE.*

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

30. *SERVICE OF NOTICE.*

Tenant hereby appoints as Tenant's agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Demised Premises at the time, or occupying same; and if no person is in charge of, or occupying the Demised Premises, then such service of notice may be made by attaching the same on the main entrance to the Demised Premises. A copy of all notices under this Lease shall also be sent to Tenant at the following address, unless written noticed is provided Landlord otherwise:

For Tenant: **6374 Zebulon Road**
Macon, Georgia 31220

All notices required by law or by this Lease to given Landlord shall be given by depositing same in registered or certified U. S. Mail, postage prepaid, and addressed as follows:

For Landlord: **4002 Russell Pkwy**
Warner Robins, GA 31088

or to such other address as Landlord may from time to time designate in writing to Tenant.

31. *QUIET ENJOYMENT.*

Landlord hereby covenants and agrees to permit Tenant quiet enjoyment of possession of the Demised Premises during the Lease Term, so long as Tenant shall pay the Total Rental aforesaid and carry out all other obligations herein made binding upon the Tenant.

32. *USE OF PARKING LOT.*

Tenant hereby covenants and agrees to use the parking lot for cars and/or trucks owned by Tenant and its direct employees and customers. Vehicles, which are not being used in business on a regular basis for transportation, are not permitted to be parked in the parking lot. Tenant will not encumber nor obstruct the building containing the Demised Premises nor allow the same to be obstructed or encumbered in any manner and will keep the sidewalks free of rubbish and dirt. Tenant shall not place, or cause to be placed, anything, to include raw materials, merchandise or vending machines, on the sidewalk or exterior of the Demised Premises without the prior written consent of Landlord. Tenant shall maintain the parking lot in good condition, free from any hazard, including potholes, and shall be responsible for all grading, filling, etc., as necessary to keep said parking lot in its good condition.

33. *INSURANCE.*

33.1 Tenant shall always during the Lease Term maintain in full force and effect the following insurance in standard form generally in use in Georgia, with insurance companies authorized to do business in said State, which are satisfactory to Landlord:

33.1.1 Comprehensive public liability insurance in the amount of at least One Million, Five Hundred Thousand Dollars ($1,500,000.00) for any occurrence resulting in bodily or personal injury to or the death of one person and consequential damages arising therefrom, and in the amount of at least One Million, Five Hundred Thousand Dollars ($1,500,000.00) for any occurrence resulting in bodily or personal injury or death to more than one person and consequential damages arising therefrom.

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33.1.2 Comprehensive property damage insurance covering liability for damage to all property, including contents of the building, in the amount of at least One Million, One Hundred Thousand Dollars ($1,100,000.00) for each occurrence. Such insurance shall not contain the "care, custody and control" exclusion or it shall include fire and extended coverage legal liability insurance.

33.1.3 Workers' Compensation Insurance as required by law.

33.2 Tenant will furnish to Landlord, at least Five (5) days before Tenant takes occupancy of the Demised Premises, and Fifteen (15) days before expiration or termination of any such policy, copies of policies or certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or amend the policy or policies without first giving at least Thirty (30) days' prior written notice thereof to Landlord.

33.3 The insurance required by this Section 35 may be included in policies of "blanket insurance, provided that, in all other respects, each such policy shall comply with the requirements of this Section 35, and provided that no other loss, which may or may not be also insured thereby, shall in any way affect or limit the coverage and amount of insurance required hereby.

34. *REAL ESTATE TAXES.*

Tenant shall pay upon demand, as Additional Rental during the Lease Term and any extension or renewal thereof, all real estate taxes and assessments and all other ad valorem taxes, charges and assessments (including, without limitation, general and special assessments no matter how designated), of every kind and nature, with respect to the Property or the Building or both. Tenant's share shall include the cost, including attorneys', tax consultants' and appraisal fees, of any negotiation, contest or appeal pursued by Landlord to reduce or limit the increase of any present or future tax or assessment on which any tax or other imposition provided for in this Section is based. If the first and final year of the Lease Term fails to coincide with the tax years, then such real's estate taxes and assessments shall be prorated.

35. *SUCCESSORS AND ASSIGNS, GOVERNING LAW AND BINDING EFFECT.*

"Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Property. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the parties. The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease. Should any provision 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 hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more 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 hereof. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. *TIME OF THE ESSENCE.*

In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

37. *TRANSFER OF LANDLORD'S INTEREST.*

In the event of the sale, assignment or transfer by Landlord of its interest in the Property, Buildings or the Demised Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in the interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any deposits or other security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor

FGP HP

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of receipt of such security and its express assumption of the obligation to this Lease, Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

38. *ESTOPPEL CERTIFICATE.*

Within Fifteen (15) days after request therefor by Landlord or any mortgagee or grantee under a mortgage or security deed covering the Demised Premises, or upon any sale, assignment or other transfer of the Demised Premises by Landlord, Tenant shall deliver in recordable form an estoppel certificate in form and substance satisfactory to Landlord, to any proposed mortgagee or other transferee, or to Landlord, certifying those facts contained therein that are then true with respect to this Lease and specifying with particularly any such facts which are not then true with respect to this Lease.

39. *WAIVER OF CLAIMS.*

To the extent permitted by law, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby indemnifies, holds harmless and releases Landlord, its agents, employees and contractors from and against any and all claims for damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Demised Premises or Building of which it shall be a part except where such claims arise solely out of the gross negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors.

40. *EXCULPATION.*

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and Buildings comprising the Property of which the Demised Premises form a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of the holder of any mortgage covering the Property or of Landlord's interest therein in the Property. No other assets of Landlord or any partner thereof shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that the Landlord's interest hereunder and in the Property shall be subject to impressment of an equitable lien or otherwise.

41. *BROKER'S COMMISSION.*

Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnity Landlord against and hold it harmless from all liability arising from any such claim and attorneys' fees.

42. *SEVERABILITY.*

Should any provision of this Agreement be declared unenforceable by any court, that provision shall be severed from the remaining provisions of this Agreement, and all other provisions shall remain in full force and effect.

43. *ENTIRE AGREEMENT.*

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. All modifications and/or additions to this Lease must be in writing and signed by the parties hereto.

44. *SPECIAL STIPULATIONS.*

The following stipulations shall, if in conflict with the printed matter contained herein, control:

(1) During the Lease Term, Landlord does hereby grant to Tenant a right of first refusal to purchase the Demised Premises in accordance with and only upon the following terms and conditions: Upon the receipt by Landlord of an *acceptable* offer to purchase the Demised

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Premises by a prospective purchaser, Landlord shall notify Tenant in writing of the terms of said offer. Whether any offer received by Landlord is deemed acceptable to it shall be up to its sole discretion. Within Fifteen (15) days of the receipt of such written notice, Tenant shall accept or refuse to match the terms of said offer. Should Tenant exercise its right to match the terms of said offer, it shall notify Landlord of same in writing and by hand delivery. Should Tenant choose not to exercise its right to match the terms of said offer, thereby rejecting same, it shall likewise notify Landlord in writing of same. Should Landlord fail to receive in writing by hand delivery any notice whatsoever from Tenant within said Fifteen (15) days, such failure to receive written notice shall be deemed a rejection by Tenant of the right and opportunity to match said offer to purchase. Within Ninety (90) days of notifying Landlord of its acceptance to match said offer to purchase, Tenant must close say purchase, regardless of financing. This Right of First Refusal shall expire at the end of the Lease Term.

(2) In the event Tenant shall default in the payment of the Rental and/or fail to make any payment as required under this Lease and fails to cure said default within Fifteen (15) days after written notice thereof from Landlord, Landlord shall have the rights as provided hereinabove. In addition, if Tenant fails to cure said default within Sixty (60) days, Tenant shall be deemed to have assigned to Landlord all its rights to and interest in any and all inventory located within the Demised Premises. Landlord shall then have the right to apply such inventory toward the dollar amount owed by Tenant to Landlord, with any surplus being paid to Tenant.

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

LANDLORD:
JAY AMBE 15, LLC

Hansie B Patel
By: **Hansaben Patel**

TENANT:
JAY AMBE 17, INC

Hetal K Patel
By: **Hetal K Patel**

Signed, sealed and delivered as to
Tenant in the presence of:

Notary Public
My Commission Expires:

LISA MARIE PIERCE NOTARY PUBLIC HOUSTON COUNTY, GEORGIA MY COMMISSION EXPIRES: FEBRUARY 08, 2022 (Seal)

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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: Metal K. Patel Date: 10/28/24

Business Name: JAY AMBE 17 INC dba HP LIQUORS

I hereby certify that METAL 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 28th day of OCTOBER, 2024.

Notary Public

01/11/2028
My Commission Expires

VIVIANA MARINO
My Commission Expires
NOTARY PUBLIC
01/11/2028
HOUSTON COUNTY, GEORGIA

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: _____ 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

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: JAY AMBE 17 INC dba HP LIQUORS

Business Address: 6374 Zebulon Road, Macon GA 31220

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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.

Hetal K. Patel
Applicant/Agent Signature

10/28/24
Date

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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.

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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: JAY AMBE 17 INC dba HP LIQUORS

Business Address: 6374 Zebulon Road, Macon GA 31220

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

(# 7210) — 10/17/2024

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.

Hetal K. Patel — 10/16/24

Applicant/Agent Signature — Date

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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
Hetal K Patel	HETAL K PATEL	10/28/24

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Alcohol License Questionnaire

Name of Business: HP LIQUORS
Owner's Name: HETAL K PATEL
Address: 6374 ZEBULON ROAD
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? $ N/A

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

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

mother in law

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

Hetal K. Patel	HETAL K PATEL	10/28/24
Signature	Print Name	Date

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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: JAY AMBE 17 INC dba HP LIQUORS

Business Address: 6374 Zebulon Road, Macon GA 31220

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

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

Hetal K Patel
Applicant/Agent Signature

10/28/24
Date

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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 #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Hetal K Patel - Owner/Manager

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

N/A

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

HETAL PATEL Hetal K Patel
Print and Sign Name

Sworn to and subscribed before me this
28th day of OCTOBER, 2024.

Notary Public
My Commission Expires: 01/11/2028

VIVIANA MARINO
My Commission Expires
NOTARY PUBLIC
01/11/2028
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Jay Ambe 15 LLC / Hansaben Patel - Property 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

N/A

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

HANSABEN PATEL Hansel B Patel
Print and Sign Name

Sworn to and subscribed before me this
29 day of October, 2024.

Notary Public
My Commission Expires: Feb 8, 2027

LISA MARIE PIERCE NOTARY PUBLIC HOUSTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 08, 2027

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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 12/12/2024 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 00A0ECB0-0ECF-4A41-81DF-0CA89B6EF0BE

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: Hetal Patel – Fingerprints Completed 10/30/2024

Business Name: Jay Ambe 17 Inc DBA HP Liquors

Business Address: 6374 Zebulon Rd, Macon, GA 31220

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

Granted DocuSigned by: 11/25/2024
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

6

ADDED TO THE DECEMBER 16, 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	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	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.

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

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 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 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.

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Select One: ___ New Business ___ Change of location ✔ Change of Business

BUSINESS

Federal Tax ID #: 85-4329678 State Tax ID#: 20265037097

Business Name: SARFERN LLC Corporate and Trade Name: CHEVRON FOOD MART #275

Local Business Address: 997 GRAY HWY, MACON GA 31211
(P.O. Box Not Allowed) City State Zip

Mailing Address: 997 GRAY HWY, MACON GA 31211
Street Address (City State Zip)

Local Business Phone #: 478-2543276 Email Address: SAVIOXPRESS@GMAIL.COM

Contact Person: ROCK J FERNANDES Contact Phone #: 678.262.6111

AGENT

Agent's Name: ROCK J FERNANDES Agent's Title: OFFICER

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

Home Address: 151 MELROSE CREEK DR City: STOCKBRIDGE State: GA Zip: 30281

Home Phone #: 678-262-6111 Email: ROCKJORDAN69@YAHOO.COM

Mailing Address: 997 GRAY HWY City: MACON State: GA Zip: 31211

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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):	ROCK JORDAN FERNANDES		
Home Address:	151 MELROSE CREEK DR, STOCKBRIDGE GA 30281		
Sex	**Race**	**Date of Birth**	**Social Security Number**
MALE	ASIAN	[redacted]	

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

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

Signature

10/10/2024
Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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: SARFERN LLC

Printed Name of Applicant: ROCK J FERNANDES

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 10th DAY OF October, 2024.

Amanda Rivera Martinez
NOTARY PUBLIC

March 18th 2028
MY COMMISSION EXPIRES

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

(1)

MEASUREMENT FORM

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

APPLICANT: ROCK FERNANDES

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 997 GRAY HWY.

BUSINESS NAME: SARFERN 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.

_X_Comply _ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ Comply _____ Not Applicable __X___Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
For John W. Hayes, Macon-Bibb County Engineer

Date: 11/1/2024

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

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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

Sarfern LLC
#997 Gray Highway

O.K.
Paul J. Hornowski
October 31, 2024

1,175' — SCHOOL GROUND property line

Bundell - Hunt Elementary

1,200' — SCHOOL BUILDING

Bundell - Hunt Elementary

7,100' — COLLEGE CAMPUS property line

Mercer University - #433 Cherry St.

3,050' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Highway

8,350' — PUBLIC LIBRARY or BRANCH building

Washington Memorial

1,050' — MACON-BIBB COUNTY HOUSING AUTHORITY property

McAfee Towers

775' — CHURCH (building)

Jackson Temple Holiness Church

650' — CHURCH GROUNDS

Jackson Temple Holiness Church

2,400' — M-B COUNTY RECREATION CENTER property

Rosa Jackson Community Center

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

Applicant self-identifies as a "Gas Station"

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
147571	604069	Print Legal Ad-IPL02001740 - IPL0200174		$46.36	1	29 L

Attention: Sarfern LLC

SARFERN LLC
997 Gray Hwy
Macon, GA 31211

savioxpress@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR/ Package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 30, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SARFERN LLC, 997 Gray Hwy, Macon GA 31211.. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 23, 2024. Rock J Fernandes, Applicant
IPL0200174
Oct 23,30 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:
10/23/24, 10/30/24

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 Fernandes

Sworn to and subscribed before me this 30th day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

(3)

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2265	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 09/17/2024
PARCEL NO: R0640225	**ZONING DISTRICT:** ☐C-4	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Savio Fernandes	
	SARFERN LLC	
PROPOSED USE:	Change of ownership	
	C-Store with Fuel Sales and Alcohol PTG	
ADDRESS OF PROPOSED USE:	997 GRAY HWY	
PROPERTY OWNER'S NAME:	MAS CAPITAL LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2022-0775 -- Approval is granted for a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/17/2025

APPROVED BY: Julie Grimm

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

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

(4)

Control Number : 20229207

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF EXISTENCE

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

SARFERN LLC
a **Domestic Limited Liability Company**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 28201747
Date Inc/Auth/Filed	: 11/09/2020
Jurisdiction	: Georgia
Print Date	: 11/06/2024
Form Number	: 211

Brad Raffensperger

Brad Raffensperger
Secretary of State

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

5 (5)

10

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: CHEVRON FOOD MART #275 Name of Corporation: SARFERN LLC

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

Individual:

Name and Title: ROCK FERNANDES Telephone Number: 678-262-6111

Date of Birth: [redacted] Social Security Numbe [redacted]

Residential Street Address: 151 MELROSE CREEK DRIVE, STOCKBRIDGEGA 30281

P.O. Box Not Allowed (City State Zip)

Mailing Address: 997 GRAY HWY, MACON GA 31211

(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 (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 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: _____

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: ROCK Last Name: FERNANDES

Home Address: 151 MELROSE CREEK DR City: STOCKBRIDGE State: GA Zip: 30281

Home Phone #: 678-262-6111 Email: ROCKJORDAN69@YAHOO.COM

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

Mailing Address: 997 GRAY HWY, MACON GA 31211 City: MACON State: GA Zip: 31211

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

CERTIFICATION

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

Applicant's Signature

10/10/2024.
Date

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

This 10th day of October, 2024.

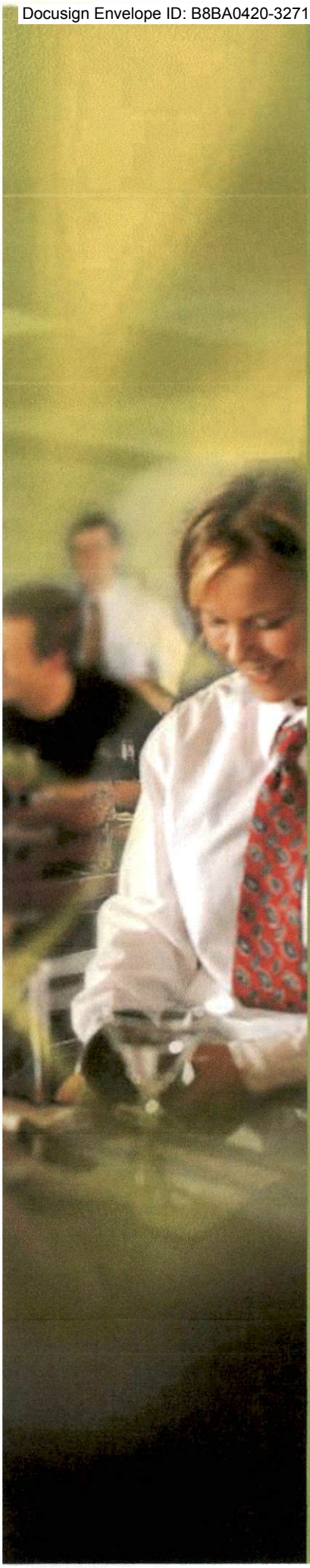
Amanda Rivera Martinez
Notary Public

March 18th 2028
My Commission Expires

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

Rev. 7/202121

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6



Congratulations!

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

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

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

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

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

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ID # 26194449

CARD # 26479789

ServSafe Alcohol® CERTIFICATE

ROCK FERNANDES

NAME

11/6/2024

DATE OF EXAMINATION

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

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

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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1711080l v.1711

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

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

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

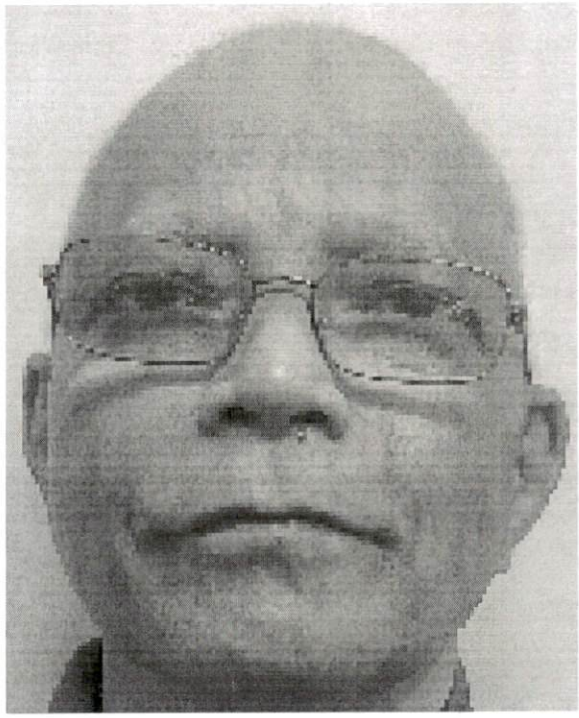
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Rock J Fernandes



AH0014030

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

SUBLEASE AGREEMENT

1. **PARTIES**. This sublease ("**Sublease**") is entered into this ___ day of July 1st, 2024 (the "**Commencement Date**") by and between SHAN & ZAH LLC, a Georgia limited liability company ("**Sublandlord**") and SARFERN LLC, a Georgia limited liability company ("**Subtenant**").

2. **PREMISES**. Sublandlord, in consideration of Subtenant's covenants and agreements contained herein, hereby grants, demises and lets unto Subtenant, and Subtenant hereby subleases and takes from Sublandlord, the motor fuel outlet and convenience store, demising +/- 2,400 square feet located at 997 Gray Highway, Macon, GA 31211, Parcel No: R064-0225, together with all improvements, appurtenances and rights incident thereto, including access to common areas surrounding the premises, if applicable (the "**Premises**").

3. **TERM**. Subject to delivery of the Security Deposit to Sublandlord, as provided in Section 7, the term of this Sublease (the "**Term**") shall commence upon the Commencement Date, and possession of the Premises shall be delivered to Subtenant on that date. The Term shall expire on the last day of the sixth (6th) calendar month following the Commencement Date.

4. **PRIME LEASE**. Subtenant is aware that Sublandlord is a tenant upon the property pursuant to a lease (the "**Prime Lease**") by and between MAS CAPITAL LLC ("**Prime Landlord**") and SHAN & ZAH LLC ("**Sublandlord**"). In the event of the expiration or earlier termination of the Prime Lease for any reason, this Sublease shall terminate on the last day of the Prime Lease, and no holdover shall be permitted. The terms, covenants, and conditions of the Prime Lease are incorporated herein by reference. Every term, covenant and condition of the Prime Lease binding on or inuring to the benefit of Prime Landlord shall, in respect of this Sublease, by binding on or inure to the benefit of Sublandlord and every term, covenant, and condition of the Prime Lease binding on or inuring to the benefit of Sublandlord, in respect of this Sublease, be binding on and inure to the benefit of Subtenant.

5. **RENTAL**. Subtenant shall pay basic rent to Sublandlord, in advance on or before the first day of each month, the sum of ten thousand dollars (**$10,000.00**) (the "**Base Rent**"). Rent for any period less than a calendar month shall be prorated.

In addition to the payment of Base Rent set forth above, Subtenant shall be required to pay as additional rent (**"Additional Rent**") the sums set out below and any other amounts required to be paid under the Prime Lease.

5.1 Rent Taxes. Subtenant shall also pay, as additional rent, any and all state or local sales, transaction privilege or other taxes imposed upon its rental or occupancy of the Premises (including any such tax imposed on real estate taxes and assessments and insurance, if applicable). Payment of any such rental taxes shall be made concurrently with Subtenant's payment of basic rent.

5.2 Real Estate Taxes. Subtenant shall also pay, as additional rent, all real estate taxes and assessments accruing on the Premises during the Term; provided that Sublandlord shall pay all such real property taxes and assessments directly to the taxing authorities when due. Subtenant

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shall pay Sublandlord each month during the Term 1/12th of the estimated real estate taxes and assessments accruing during the Term, based upon Sublandlord's good faith estimate of such amount due. Sublandlord shall notify Subtenant when actual tax bills are received, and the amount payable shall be adjusted accordingly.

5.3 Common Area Maintenance Expenses. If the Premises is subject to payment of common area maintenance expenses ("**CAMs**"), whether by virtue of the Prime Lease, recorded documents or otherwise, Subtenant shall pay its share of such CAMs at the times and in the manner required by the written notice requesting such payment. Sublandlord shall advise Subtenant whether CAMs are collected monthly and reconciled periodically or billed at set intervals.

5.4 Personal Property Taxes. Subtenant shall pay to the appropriate taxing authority prior to delinquency all taxes levied upon its business, trade fixtures, equipment, furnishings, inventory and other personal property contained in the Premises, and such amounts shall not constitute rent or additional rent hereunder.

5.5 Late Charges; Interest. Notwithstanding any other remedies for nonpayment of rent, if the payment of monthly basic rent or any other payment due Sublandlord by Subtenant under this Sublease is not received by Sublandlord on or before ten (10) days after the due date thereof, a one-time charge of five percent (5%) shall be added to the total amount of monthly rent then unpaid. Thereafter, interest shall accrue at the rate of one percent (1%) per month on the unpaid balance. All such one-time charges and interest accruals shall be deemed additional rent payable hereunder. The parties acknowledge that such one-time charges and interest accruals reasonably reflect Sublandlord's additional costs and expenses in collecting late basic and/or additional rent.

5.6 Lease Set-Up and Administration Fee. $75.00 monthly fee

6. **SECURITY DEPOSIT**. $_____ due at the commencement date.

7. **PAYMENT OF RENTAL**. All basic rent herein provided to be paid by Subtenant to Sublandlord shall be payable to Sublandlord by Electronic Funds Transfer ("**EFT**"), and Subtenant shall complete and return to Sublandlord the Electronic Funds Transfer Authorization attached hereto as Exhibit B. Upon receipt of the Electronic Funds Transfer Authorization form, Sublandlord will contact Subtenant to verify all information. Thereafter, during the Term, and without any requirement of notice to Subtenant, Sublandlord shall draft from Subtenant's bank account on the due date, or otherwise in accordance with Sublandlord's established EFT policies. All payments of rent shall be without any abatement, offset, deduction, claim, counterclaim, setoff or reduction whatsoever, and shall be payable in lawful money of the United States.

Any amounts due hereunder not otherwise paid by EFT shall be remitted to:

GAS EXPRESS LLC

or to such other person or place as Sublandlord shall otherwise designate by written notice to Subtenant.

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In addition to providing the Electronic Funds Transfer Authorization form attached hereto as Exhibit B, Subtenant shall provide Sublandlord with a Substitute W-9 form, attached hereto as Exhibit C. The Substitute W-9 form must be provided at the same time as this Sublease is signed in order for this Sublease to take effect.

8. **USE OF PREMISES**. Subtenant shall occupy and use the Premises as a convenience store and, to the extent applicable, gasoline station and all normal and customary ancillary uses. No other use shall be allowed without the prior written consent of Sublandlord, which may be withheld without cause or explanation and at Sublandlord's sole and absolute discretion. Subtenant shall not engage in any activity contrary to law and shall not allow any use or activity which will invalidate or increase premiums on any policy of insurance held by Prime Landlord. Activities that could be construed to be hazardous or detrimental to the Prime Landlord, the Premises or the general public shall be prohibited. Subtenant's business shall be established and conducted at all times in a reasonable and prudent manner. If the Premises are located in a shopping center, Subtenant's business shall not directly or indirectly compete with other businesses in the center.

8.1. Subtenant shall continuously occupy the Premises during the Term. Vacation (non-occupancy) of the Premises for a period in excess of thirty (30) days may be construed by Sublandlord as a default by Subtenant of the terms and conditions of this Sublease.

9. **CARE OF PREMISES.** Except as set forth herein, Subtenant assumes the sole responsibility for the condition, use, operation, maintenance, repairs, replacement and management of the Premises and Sublandlord shall have no responsibility in respect thereof and shall have no liability for damages to the property of Subtenant or any sublessee of Subtenant or anyone claiming by, through or under Subtenant for any reason whatsoever, unless such damage is caused by the gross negligence or willful misconduct of Sublandlord. These Subtenant obligations shall include without limitation, the roof, exterior walls, structural columns and structural floor or floors of the Premises, in good and tenantable condition consistent with a first class retail center and otherwise in compliance with all applicable federal, state and local laws, rules, regulations, orders and guidelines now or hereafter in force, and make all repairs to the Premises and every part thereof as needed. Subtenant's obligations under this Section shall include, but not be limited to, modifying, repairing, replacing, installing and maintaining, as applicable, the following: items as are required by any governmental agency having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen); interior walls and glass; the interior portions of exterior walls; ceilings; utility meters exclusively serving the Premises (including those outside the Premises if they exclusively serve the Premises); pipes and conduits within the Premises exclusively serving the Premises; all pipes and conduits outside the Premises exclusively serving the Premises between the Premises and the service meter; all fixtures; HVAC equipment exclusively serving the Premises (whether such HVAC equipment is located inside or outside the Premises); sprinkler equipment and other equipment within the Premises exclusively serving the Premises; the storefront and all exterior glass; all of Subtenant's signs (both interior and exterior); locks and closing devices; all window sashes, casements or frames, doors and door frames; and any alterations, additions or changes performed by or on behalf of Subtenant (whether structural or non-structural); provided that Subtenant shall make no adjustment, alteration or repair of any part of any fire sprinkler or sprinkler alarm system in or serving the Premises without Sublandlord's prior approval. Subtenant shall contract with a service company approved by Prime Landlord for the preventive maintenance of the HVAC and a copy of the service contract (which contract shall

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be subject to Prime Landlord's approval) shall be furnished by Subtenant to Sublandlord within ten (10) days after Subtenant's opening for business, and a copy of any subsequent contract shall be furnished by Subtenant to Sublandlord within ten (10) days after the same becomes effective. Such service contract must provide for at least two (2) visits, inspections and services each year and the regular changing of filters. All broken glass, both exterior and interior, shall be promptly replaced by Subtenant with glass of the same kind, size and quality. At Subtenant's expense, Subtenant shall be responsible for providing all janitorial, cleaning and pest control services within the Premises. Subtenant shall permit no waste, damage or injury to the Premises and Subtenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including the painting or refinishing of all areas of the interior and the storefront, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition. Subtenant will not overload the electrical wiring serving the Premises and will install, at its expense, with Sublandlord's written approval, any additional electrical wiring required in connection with Subtenant's apparatus. Sublandlord shall be under no obligation to make any repairs, replacements, reconstruction, alterations, or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises except as expressly provided for herein. All costs and expenses (other than depreciation, interest on and amortization of debt incurred by Sublandlord, and costs incurred by Sublandlord in financing or refinancing the Premises, fees incurred by Sublandlord for professional services, all state, municipal and federal taxes other than ad valorem and personal property taxes and other items expressly set forth herein) and other obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration of the Term in accordance with the provisions hereof (whether or not the same accrue or shall become payable before or during the Term or thereafter) shall be paid and performed by Subtenant. Any and all repairs, replacements, rebuilding, painting, cleaning and maintenance of the Premises shall be performed with materials and labor of the kind and quality equal or superior to the original work. Subtenant agrees to return the Premises to Sublandlord at the expiration of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty and permitted improvements by Subtenant or Subtenants hereunder alone excepted. Any personal property of Subtenant not removed within twenty (20) days following the expiration or earlier termination of this Lease shall be deemed to have been abandoned by Subtenant and shall, at Sublandlord's option, become the property of Sublandlord, and may be retained or disposed of by Sublandlord, as Sublandlord shall desire. If Sublandlord, in the exercise of Sublandlord's sole discretion, determines that emergency repairs, replacement, rebuilding, painting, cleaning or maintenance for which Subtenant is responsible are necessary or desirable, or any repairs, replacement, rebuilding, painting, cleaning or maintenance to the Premises are made necessary by any act or omission or negligence of Subtenant's agents, employees, Subtenants, assignees, concessionaires, contractors, invitees, licensees, or visitors, then, in any of such events, Sublandlord shall be entitled, but not obligated, to perform or cause to be performed such repairs, replacement, rebuilding, painting, cleaning, or maintenance without incurring any liability to Subtenant for any damage caused thereby, and Subtenant shall pay Sublandlord the cost thereof as Additional Rent upon demand, plus interest thereon at the rate of fifteen percent (15%) per annum from the date such expense is incurred by Sublandlord until paid by Subtenant.

10.1 Underground Storage Tanks. Tenant shall also be responsible for the maintenance, repair, licensing, and permitting of all Petroleum equipment located on the

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Premises, including but not limited to, underground storage tanks, product lines, vapor lines and systems, and the motor fuel dispensers and additions, repairs and replacements to such during the Term.

10. **SIGNAGE.** Subtenant will not erect, place, or maintain any signage on or about the Premises without the prior written approval of Sublandlord, which approval may be withheld without cause or explanation and at Sublandlord's sole discretion. Sublandlord reserves the right to require the size, placement, and appearance of Subtenant's signage to be consistent with signage used in connection with any other improvements in the vicinity of the Premises owned or maintained by Sublandlord. Subtenant will be responsible for the maintenance and upkeep of all signage approved by Sublandlord. In no event will Subtenant be entitled to any signage that may be construed as being "off-site," would, in Sublandlord's sole discretion, adversely impact or change Sublandlord's signage on the Premises, as the same exists from time to time, would preclude Sublandlord from constructing or erecting its own signage or require Sublandlord to remove its own signage, or is otherwise not permissible, under any applicable law, ordinance, or rule. If any sign does not comply with any such requirements, Subtenant, at its sole cost and expense, immediately will cause said sign to become in compliance or will remove the same. At or prior to expiration of the Term or termination of this Sublease, Subtenant, upon Sublandlord's request, shall remove any exterior or interior signage which is a trademark, logo, or other identifying feature of Subtenant or any of its affiliates or subsidiaries. Subtenant, upon Sublandlord's request, shall remove facades or other architectural elements that might be construed as a trademark, logo, or other identifying feature of Subtenant or any of its affiliates or subsidiaries. Subtenant, at its own expense, promptly shall repair and restore the Premises to its condition immediately prior to the removal of such signage, façade, or architectural element.

11. **COMPLIANCE WITH LAWS; SUBLANDLORD'S RIGHT TO ENTER.**

11.1 Applicable Laws. Subtenant shall, at all times during the Term, comply with, and shall maintain the Premises in compliance with all federal, state or local laws, ordinances and regulations, including those relating to hazardous or toxic substances (collectively, "**Applicable Laws**"). Subtenant shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for its operations on the Premises under Applicable Laws and shall comply with all terms and conditions thereof. At Sublandlord's request, Subtenant shall deliver copies of all such permits, licenses and approvals.

11.2 Sublandlord's Right to Enter. Sublandlord shall retain duplicate keys to all doors of the Premises and shall have the right to enter the Premises at reasonable hours to inspect and examine the Premises or business operations, including, but not limited to auditing the books and records of the business, purchase and sale invoices/records, or to make repairs, additions, alterations, and improvements as may be deemed necessary for the safety, comfort, or preservation of the Premises, to exhibit the Premises to Landlord's Lenders and prospective Lenders, purchasers or tenants, and to inspect the Premises to ascertain that Subtenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom, unless such damages are a direct result of Landlord's gross negligence or willful misconduct.

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12. **UTILITIES**. Subtenant shall pay for all utilities (and post any deposits necessary to secure same) including without limitation, charges for gas, electricity, water, sewer, trash and telephone for the Premises during the Term. Subtenant shall assume all costs for the upgrading of any utility services to the Premises necessary for Subtenant's business operations.

13. **MAINTENANCE**. Subtenant shall be solely responsible for all repair and maintenance of the Premises, which shall require Subtenant, at its sole expense, to make all necessary repairs and replacements to the Premises. Such repairs and replacements shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. As part of the required maintenance, Subtenant hereby agrees to keep the Premises clean, attractive and in good order and condition and to keep the areas surrounding the Premises, if any, including driveways, sidewalks and parking areas free of unlicensed, wrecked or dismantled vehicles, trash, ice and all other hazardous substances and conditions. On default of the Subtenant in making such repairs and replacements or performing such maintenance, the Sublandlord may, but shall not be required, to make such repairs and replacements or perform such maintenance for the Subtenant's account, and the expense thereof shall constitute and be collectible as Additional Rent, payable to Sublandlord on Sublandlord's demand.

14. **FIXTURES**. Unless otherwise stipulated by the terms of the Prime Lease, Subtenant will remove or cause to be removed all of Subtenant's personal property, trade or other fixtures, and equipment (including, but not limited to, all underground storage tanks and related piping) from the Premises by or at the expense of Subtenant by the expiration of the Term or within three (3) days after the earlier termination of this Sublease. In the event such removal injures or damages any part of the Premises, or other portion of the Property, Subtenant agrees to promptly repair such damage at its own expense. Subtenant will otherwise peacefully yield up the Premises to Sublandlord at the expiration of the Term in a clean, broom swept condition, excepting any ordinary wear and tear, and alterations and changes approved or required of Subtenant. As to any abandoned property, Sublandlord, in its sole discretion, may (a) retain the abandoned property for Sublandlord's benefit, in which event Sublandlord may leave the property at the Premises or remove the same from the Premises, (b) remove the abandoned property and dispose of the same, (c) deliver the abandoned property to Subtenant, or (d) store the abandoned property for the benefit of Subtenant, at Subtenant's sole expense. In no event will Sublandlord be obligated to deliver to Subtenant the abandoned property or store the same for the benefit of Subtenant. Subtenant will pay to Sublandlord immediately upon Sublandlord's demand for the same the cost of such removal and disposal, delivery, and/or storage of such abandoned property.

15. **ALTERATIONS**. Subtenant may make improvements and / or alterations to the Premises, provided Subtenant first provides Sublandlord, for Sublandlord's review and approval, with plans and specifications for any such improvements and / or alterations. Prime Landlord may withhold approval of such improvements and / or alterations in its sole discretion, or may condition its consent to such improvements and / or alterations in such way or manner as Sublandlord may elect in its sole discretion (for purposes of example and not limitation, Sublandlord may require Subtenant to return the Premises to its original condition at the expiration of the Term or the earlier termination of this Sublease). All work undertaken by Subtenant will be performed in a professional, workmanlike manner and in compliance with the applicable building codes. Unless otherwise agreed, and subject to Subtenant's right to remove its equipment and fixtures as elsewhere provided herein, such improvements including, without limitation (the

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"**Improvements**") will remain with the Premises at the expiration of the Term or the earlier termination of this Sublease as the sole property of Prime Landlord.

16. **INSURANCE**. Subtenant covenants and agrees that from and after the Commencement Date Subtenant will carry and maintain, at Subtenant's sole cost and expense, continuously in force the following types of insurance, in the amounts specified, or such other amounts as Sublandlord, from time to time, in its sole discretion, may require, with a reasonable deductible consistent with standard industry practice, and in the form hereinafter provided for:

16.1 Liability Insurance. Commercial general liability ("**GCL**") insurance with a combined single limit of not less than Two Million Dollars ($2,000,000.00), affording coverage against any and all liability for accidents upon, at, in, or about the Premises or arising out of the maintenance, use, or occupancy thereof. All such CGL insurance will insure specifically the performance by Subtenant of the indemnity provisions set forth herein for injury to or death of persons and injury or damage to property owned by third-parties. The limits of liability required herein may be satisfied through a combination of primary and excess and/or umbrella insurance.

16.2 Property Insurance. Subtenant shall keep the Premises and all Improvements, including but not limited to any equipment or improvements owned and/or installed by or on behalf of Subtenant, located upon the Premises insured against loss or damage by fire and extended coverage in an amount equal to the replacement cost of the Improvements on the Premises. In the event of an insured covered loss, the application of the insurance proceeds shall be utilized to completely restore the applicable improvements on the Premises. Notwithstanding anything to the contrary set forth herein, it is the intent of Sublandlord and Subtenant that the proceeds of such insurance coverage be used to repair or restore the Premises to their condition prior to such casualty to the extent commercially practicable. The insurance required to be maintained by this Section 16 (b) shall provide that payments for losses be made jointly to Prime Landlord and/or Prime Landlord's mortgagee and Subtenant.

16.3 Workers' Compensation Insurance. Subtenant will maintain Workers' Compensation Insurance in a form and with limits as required by the laws of the State where the Premises are located and the laws of the United States of America and any other governmental or regulatory entity or agency having jurisdiction, and employer's liability insurance in an amount not less than $500,000.

16.4 Business Interruption. Subtenant will maintain business income and interruption insurance respecting Subtenant's operations from the Premises sufficient to cover Subtenant's overhead and payroll for at least six (6) months.

16.5 Alcoholic Beverage Liability. If permitted pursuant to the terms of this Sublease and by applicable law, and if Subtenant, a Subtenant or any other person sells, stores, uses or gifts alcoholic beverages on or from the Premises, then prior to the sale, storage, use or gift of alcoholic beverages on or from the Premises by Subtenant, a Subtenant or any other person, Subtenant, at its expense, shall obtain a policy or policies of insurance in a form acceptable to Sublandlord protecting Sublandlord and the Premises against any and all damages, claims, liens, judgments, expenses and costs arising under any present or future law, statute or ordinance of the State in which the Premises are located, or other governmental authority having jurisdiction of the

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Premises, by reason of any such storage, sale, use or gift of alcoholic beverages on or from the Premises. Such policy or policies of insurance shall contain no less than limits of CGL as provided in Section 16.1 above, and may be underwritten as a coverage part to such CGL coverage.

16.6 UST Financial Assurance. To the extent applicable, Subtenant will maintain requisite Financial Assurance coverage for the underground storage tanks located at the premises. Such Financial Assurance Coverage may be satisfied through either (a) Underground Storage Tank Insurance; (b) Pollution Legal Liability Insurance (or the equivalent) underwritten to specifically afford Financial Assurance coverage for the underground storage tanks located at the Premises; or (c) if the state where the Premises is located has an underground storage tank fund ("**State Fund**"), satisfactory participation in such State Fund. The limits of liability for the selected option shall be no less than the limits required under 40 CFR Part 280, or the subject state's specified limits requirement, whichever is greater. Subtenant shall not be entitled to utilize any other legitimate form of financial assurance without the express consent of Sublandlord, which consent shall be in Sublandlord's sole discretion.

All policies of insurance provided for herein will be issued by insurance companies satisfactory to Sublandlord with general policyholders' rating of not less than A and a financial rating of A++ as rated in the most current available "Best's Insurance Reports", admitted to underwrite insurance in the state where the Premises is (are) located or are can otherwise underwrite insurance in such state as a licensed surplus lines carrier. Such insured shall name Subtenant as the named insured and shall also insure Sublandlord, Prime Landlord as additional insureds and/or shall provide for equivalent coverage through a blanket insured provision or endorsement. Such policies will contain a waiver of the right of subrogation against Sublandlord, and Prime Landlord. Such policies will be for the mutual and joint benefit and protection of Sublandlord, Prime Landlord, and Subtenant, and executed copies of such policies of insurance or certificates thereof will be delivered to the Sublandlord no later than upon delivery of possession of the Premises to Subtenant and thereafter within fifteen (15) days prior to the expiration of the term of each such policy. As often as any such policy will expire or terminate, renewal or additional policies will be procured and maintained by the Subtenant in like manner and to like extent. All policies of insurance delivered to the Sublandlord must contain a provision that the company writing said policy will give to the Sublandlord thirty (30) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All will be written as primary policies, not contributing with and not in excess of coverage which the Sublandlord and Prime Landlord may carry. Subtenant will also maintain at its expense such other insurance as is customarily carried by businesses similar to Subtenant's business in such amounts and with such conditions as Sublandlord may reasonably require. Sublandlord, in Sublandlord's discretion, may increase or require to be increased the amount of any policies to an amount that Sublandlord, in Sublandlord's sole discretion, deems appropriate.

Any cancellation of required coverage or failure of Subtenant to provide Sublandlord evidence of such coverage immediately upon issuance or renewal of policy shall constitute an immediate default of this Sublease. On default of Subtenant keeping any such insurance in force, Sublandlord may, but will not be required, to obtain such insurance, and the expense thereof will constitute and be collectible as Additional Rent, payable to Sublandlord immediately upon Sublandlord's demand.

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17. **INDEMNITY**. Subtenant will and does hereby agree to indemnify, defend and hold harmless Prime Landlord, Sublandlord, and Sublandlord's officers, employees, and agents, from and against any and all claims, suits, damages, actions or causes of actions arising during the Term for any personal injury, loss of life, property damage, loss, theft, or other claim sustained or incurred upon, at, in, or about the Premises. Subtenant further agrees to indemnify, defend, and hold harmless Prime Landlord, Sublandlord, and Sublandlord's officers, employees, and agents, from and against any and all claims arising from any breach or default not cured within the applicable period on the part of Subtenant in the performance of any covenant or agreement on the part of Subtenant to be performed pursuant to the terms of this Sublease. Subtenant further agrees to indemnify, defend and hold harmless Prime Landlord, Sublandlord, and Sublandlord's officers, employees and agents, from and against any and all claims or liability arising from the performance of any act of Subtenant, and its employees or agents, including, without limitation, any improvement, repair, maintenance, replacement or restoration as required or authorized hereunder. The indemnifications set forth in this Section, such indemnifications to include all costs, attorneys' fees and costs, expenses, and liabilities incurred in connection with the defense of any such claim and the investigation thereof, will survive the expiration of the Term or the earlier termination of this Sublease.

18. **CASUALTY LOSS; RESTORATION**. If the Premises, or a portion thereof, will be damaged or destroyed by fire, casualty, or disaster during the Term, Sublandlord, at Sublandlord's sole option, will have the right to terminate this Sublease and in such event, Sublandlord shall be entitled to all of Subtenant's insurance proceeds from Tenant's insurance policies required under this Sublease. In the event Sublandlord does not terminate this Sublease, this Sublease will remain in full force and effect, and none of the rent provided for in Section 6 hereof will abate. In such case, Subtenant will promptly repair and restore the Improvements located at or on the Premises, including, without limitation, the Improvements, damaged or destroyed by such fire, casualty, or dispute to their condition immediately prior to such fire, casualty, or disaster. Subtenant will have the right to the insurance proceeds from Subtenant's insurance policies required under this Sublease that are available therefore. All insurance proceeds from Subtenant's insurance policies remaining after application of the same to repair and restore the Premises will be shared equally by Sublandlord and Subtenant. In the event of any damage or destruction, Subtenant will commence repair and restoration as soon as reasonably possible and will diligently pursue the same until completion.

19. **EMINENT DOMAIN**.

19.1 Total Taking. In the event of a total taking of the Premises under the power or threat of eminent domain, this Sublease shall terminate as of the date such taking becomes final and the parties shall thereupon be released from any future liability hereunder.

19.2 Partial Taking. In the event of a partial taking of more than thirty-three percent (33%) of the land area or any part of the building of the Premises under the power or threat of eminent domain, either party may terminate this Sublease upon sixty (60) days' notice to the other party; provided that either Prime Landlord or Sublandlord, in some cases, may have the right to terminate the Prime Lease following a partial taking, and if either such party terminates the Prime Lease, in accordance with the provisions of the Prime Lease, then this Sublease shall likewise terminate.

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19.3 Termination; Restoration. If this Sublease is terminated by Prime Landlord, Sublandlord or Subtenant following a partial taking, the parties shall be released from any future liability as of the date of termination. If this Sublease shall continue after any partial taking, Sublandlord shall, to the extent that award proceeds of such taking are available, promptly commence restoration of any affected portion of the building to a similar unit of like quality and character as existed prior to the taking. Rent shall be proportionately reduced as of the date of the taking.

19.4 Condemnation Award. Each party may separately seek compensation for its damages resulting from such taking.

20. **SUBORDINATION AND ATTORNMENT.** Subtenant's rights under this Sublease will for all purposes and at all times be junior, subject and subordinate to any mortgage which presently, or may in the future, encumber the Premises, provided that Subtenant's possession of the Premises will not be disturbed so long as Subtenant is not in default hereunder. The provisions of this paragraph will be self-operating and this subordination will not require any further instruments or documentation from Subtenant. Notwithstanding the foregoing sentence, Subtenant agrees to promptly execute any certificate that may be requested by Sublandlord or Prime Landlord, or any mortgagee having or planning to acquire a mortgage lien on the Premises, regarding the status of this Sublease as between Subtenant and Sublandlord. Such a certificate may request, among other things, a statement in recordable form (a) certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), (b) stating the dates to which Rent and other charges payable under this Sublease have been paid, (c) that Rent has not been paid in advance, or that if Rent has been paid in advance, the specific time period for which Rent has been paid, (d) stating that Sublandlord is not in default hereunder (or if Subtenant alleges a default stating the nature of such alleged default), and further stating such other matters as Sublandlord or its mortgagee will reasonably require. If Subtenant fails to execute, acknowledge and deliver to Sublandlord such a statement within ten (10) days after Sublandlord's request for the same, Subtenant will deemed to have acknowledged that this Sublease is unmodified and is in full force and effect, that all conditions under this Sublease to be performed by Sublandlord have been satisfied, and that any party for whom the statement was intended may rely upon such acknowledgments to the same extent as if the requested statement had been executed, acknowledged and delivered by Subtenant without exception. Subtenant further agrees to attorn to any purchaser or mortgagee who succeeds to the interest of Sublandlord hereunder.

21. **DEFAULT.**

21.1 Defaults. It will be a default hereunder if (i) Subtenant fails to pay any Rent, Additional Rent, or any other sums of money due under this Sublease by or on the due date thereof, and fails to cure such default within five (5) days written notice thereof (ii) Subtenant fails to comply with any provision of this Sublease, or any other agreement between Sublandlord and Subtenant, and fails to cure such default within twenty (20) days written notice thereof (iii) the leasehold hereunder demised be taken on execution or other process of law in any action against Subtenant, (iv) Subtenant becomes insolvent or unable to pay its debts as they become due, or Subtenant notifies Sublandlord that it anticipates either condition, (v) Subtenant takes any action to, or notifies Sublandlord that Subtenant intends to, file a petition under any Section or chapter of

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the National Bankruptcy Act, as amended, or under any similar law or statute of the United States of America or any State thereof, or a petition will be filed against Subtenant under any such statute or Subtenant or any creditor of Subtenant notifies Sublandlord that it knows such a petition will be filed or Subtenant notifies Sublandlord that it expects such a petition to be filed, (vi) a receiver or trustee is appointed for Subtenant's leasehold interest in the Premises or for all or a substantial part of the assets of Subtenant, (vii) Subtenant does not use the Premises for the Intended Use for a period of thirty (30) consecutive days, or (viii) Subtenant abandons the Premises.

21.2 Remedies Upon Default. Upon the happening of any such event and failure to cure within the applicable cure period, Sublandlord will have the right, in addition to all remedies at law or equity, to:

21.2.1 enter upon the Premises, without process of law, without terminating this Sublease and do whatever Subtenant is obligated to do under the terms of this Sublease (and Subtenant agrees to reimburse Sublandlord on demand for any expenses which Sublandlord may incur in effecting compliance with Subtenant's obligations under this Sublease and Subtenant further agrees that Sublandlord will not be liable for any damages resulting to Subtenant from such action).

21.2.2 terminate this Sublease, resume possession of the Premises for its own account, and recover immediately from Subtenant all Rent concessions under this Sublease and the difference between the Rent and the fair rental value of the Premises for the remainder of the Term, reduced to present worth.

21.2.3 resume possession of the Premises and release or rent the Premises for the remainder of the Term, or portion thereof, on such terms and conditions as Sublandlord may elect, for the account of Subtenant, and recover from Subtenant immediately all Rent concessions under this Sublease and at the end of the Term or at the time each payment of Rent comes due under this Sublease as the Sublandlord may choose, the difference between the Rent and the rent received on the releasing or renting, net of any expenses associated with such re-leasing or renting, including, without limitation, decorating, repair expenses, and brokerage commissions, which expenses Subtenant will pay to Sublandlord immediately upon demand.

Additionally, Sublandlord will also recover all expenses incurred by reason of the breach, including, without limitation, liquidated damages, attorneys' fees and costs and paralegal expenses. If Subtenant fails to perform any agreement of this Sublease, other than the agreement of the Subtenant to pay Rent and Additional Rent, or otherwise breaches this Sublease for twenty (20) days after a written notice specifying the performance required or the breach, Sublandlord may institute action in a court of competent jurisdiction to terminate this Sublease or to compel performance of the agreement or curing of the breach, and the prevailing party in that litigation will be paid by the non-prevailing party all expenses of such litigation, including, without limitation, attorneys' fees and costs and paralegal expenses; provided, however, that if the nature of the default is such that Subtenant cannot cure the default within such twenty (20) day period, then Subtenant will be given such additional period of time as may be reasonably necessary so long as Subtenant has then commenced and is thereafter diligently prosecuting the cure of such default.

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Notwithstanding the foregoing, the parties agree only a forty-eight (48) hour notice period is required in advance of termination of this Sublease by Sublandlord, at Sublandlord's sole discretion, if civil authorities cite Subtenant or close down the Premises for violation of any criminal statute or illegal activity.

22. **CROSS-DEFAULT**. Notwithstanding any other provisions, any breach or default under this Sublease shall also constitute a breach or default of all other like agreements in regards to this store location between Sublandlord and Subtenant in which Sublandlord shall have all rights and remedies available under this Sublease such as immediate termination as a result thereof.

23. **NO LIENS**. Sublandlord's interest in the Premises, or any other portion of the Property, is not and will not be subject to liens for work or improvements made by Subtenant to the Premises. Anything in this Sublease to the contrary notwithstanding, it is the agreement of the parties that any lien for work or improvement made by the Subtenant to the Premises including, without limitation, the Improvements will extend solely to the leasehold interest of Subtenant hereunder and not to Sublandlord's or Prime Landlord's interest in the Premises. Subtenant agrees to notify every person making improvements, including, without limitation, the Improvements, to the Premises of this Section, and Subtenant's failure to do so will be a default under this Sublease. In the event any such lien is claimed against any or all of the Premises, or any other portion of the Property, because of work done for or materials furnished to Subtenant or the Premises, then Tenant promptly will cause the same to be discharged. If Subtenant fails to do so within ten (10) days after Sublandlord's demand, then, in addition to any other right or remedy of Sublandlord, Sublandlord may discharge the same. Any amount paid by Sublandlord for any of the aforesaid purposes and Sublandlord's attorneys' fees and costs will be paid by Subtenant to Sublandlord immediately upon demand. At Sublandlord's election, a memorandum or short form of this Sublease will be recorded in the public records of Aiken County, South Carolina to give notice of the above stated agreement in accordance with the provisions in South Carolina Statutes.

24. **SURRENDER OF PREMISES**. Upon expiration or earlier termination of this Sublease, Subtenant, at no cost to Sublandlord, shall quit and surrender the Premises in good order, condition and repair, reasonable wear and tear excepted. This obligation includes an obligation for Subtenant to take all necessary action to clean up, repair and otherwise restore the Premises as necessary to comply with Applicable Laws and to restore the Premises to a condition reasonably free of any hazardous or toxic materials, to the extent such condition was caused by Subtenant or its agents, contractors, employees, licensees or invitees. Any property not removed by Subtenant will be deemed abandoned and may become the property of Sublandlord, at is option. Such abandoned property may be disposed of at Sublandlord's discretion, but at Subtenant's sole cost and expense.

25. **REPRESENTATIONS & WARRANTIES**.

25.1 By Sublandlord. Sublandlord warrants and represents that: (a) it is well seized of title pursuant to the terms and conditions of the Master Lease; (b) it is in material compliance with United States Public Law 107-56, the USA PATRIOT Act of 2001, as amended, and the rules and regulations promulgated thereunder; (d) it is not: (1) a person described or designated as a "Prohibited Person" in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of Executive Order No. 13,224 of September 24, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit

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or Support Terrorism, 66 U.S. Fed. Reg. 49,079 (2001), as amended; or (2) engaged in any dealings or transactions with any such person; and (e) Subtenant, upon paying the rents and performing the covenants of this Sublease, shall quietly occupy and enjoy the Premises during the Term, without any hindrance or interference by anyone claiming under or through Sublandlord.

25.2 By Subtenant. Subtenant warrants and represents that: (a) it has full power and authority to sublease from Sublandlord in accordance with the terms of this Sublease; (b) such Sublease will not violate any agreement to which Subtenant is a party or by which it is bound; and (c) it is it is not a Prohibited Person.

26. **ASSIGNMENT AND SUBLETTING**.

26.1 Subtenant may not pledge, sell, assign, trade, transfer, lease, sublease, license, or otherwise dispose of (collectively, "**Transfer**") any part of, right to, or interest in (i) the Premises, (ii) this Sublease, or (iii) any corporate ownership, partnership, limited liability company or other ownership interest in this Sublease without, in each case, the prior written consent of Sublandlord, which consent may be unreasonably conditioned and/or withheld. Notwithstanding anything to the contrary in this Sublease, and without regard to whether Sublandlord releases any Subtenant of Subtenant (or any subsequent successor or assign of such Subtenant) from liability hereunder, in the event of any subletting, Subtenant shall remain fully, directly and primarily liable for the payment of all rent and the performance of all duties and obligations of "***Subtenant***" hereunder throughout the term hereof. In connection with the Sublandlord's approval or disapproval of an assignee of this Sublease or any sub- sub tenant, Subtenant hereby agrees that the Sublandlord shall have the right to deny such right to Transfer if the Sublandlord determines that the assignee or sub- sublessee does not have (i) the same or better financial ability to perform the obligations of the Subtenant under the terms of this Sublease as that of the Sublessee, or (ii) what the Sublandlord otherwise determines to be adequate financial ability to perform such obligations.

26.2 Sublandlord's consent to any Transfer will not constitute a waiver of Sublandlord's right to withhold consent to any subsequent Transfer.

26.3 Simultaneously upon any Sublandlord approved Transfer, Subtenant or transferee shall pay to Sublandlord a nonrefundable transfer fee in the amount of $5,000.00.

26.4 Except as allowed herein, any purported Transfer in violation of this Sublease, whether by operation of law or otherwise, will be null and void and will constitute a material breach of this Sublease.

27. **NOTICES**. Any notice required or permitted to be given to any party shall be in writing and shall be deemed received: (a) on the date of delivery, when delivered personally; (b) on the date of delivery if a nationally recognized overnight delivery/courier service is used; (c) three (3) business days after mailing by certified or registered United States mail, return receipt requested, postage prepaid; (d) on the date of confirmed transmission if sent via electronic mail or facsimile at or before 4:00 pm local time on a business day at the recipient's location; or (e) one (1) business day after being sent via electronic mail or facsimile with transmission and receipt confirmed if sent after 4:00 pm recipient's local time, addressed as follows:

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To Sublandlord: SHAN & ZAH LLC
Sher Salman
Address: _____
_____
Phone: _____
Email: _____

To Subtenant: SARFERN LLC
Attn: Rock Fernandes
997 Gray Highway
Macon, GA 31211
P: _____
Email: _____

or to such other address as either party shall designate from time to time by the means herein prescribed for the giving of notices.

28. **MISCELLANEOUS**.

28.1 End of Tenancy; Holding Over. Subtenant will surrender the Premises immediately at the expiration of the Term or the earlier termination of this Sublease in as good and tenantable condition as was the Premises at the beginning of the Subtenant's occupancy, reasonable wear and tear excepted. In the event of holding over by Subtenant without Sublandlord's written consent, Subtenant will pay rent equal to twice the Rent plus other sums due from time to time hereunder. Possession by Subtenant after the expiration of the Term or the termination of this Sublease will not be construed to extend the Term of this Sublease. Subtenant will be responsible for all damages suffered by Sublandlord on account of any such holding over.

28.2 Relationship of Sublandlord and Subtenant. Nothing herein contained will be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Sublandlord and Subtenant, it being understood and agreed that neither the method of computing rent nor a provision contained herein nor any acts of the parties hereto will be deemed to create any relationship between the parties other than that of Sublandlord and Subtenant.

28.3 Waiver of Subrogation. Subtenant hereby waives any and all rights of recovery, claim, action, or cause of action, against Sublandlord, its agents, officers, or employees, for any loss or damage that may occur to the Premises or any personal property thereon, by reason of fire, lightening, hurricane, wind, the elements, or any other cause, which loss or damage is then covered in whole or in part by insurance maintained or required to be maintained pursuant to this Sublease, regardless of cause or origin of such loss or damage, including negligence of the Sublandlord, its agents, officers, or employees. Subtenant will obtain a waiver of subrogation endorsement for each of the policies for Insurance that Subtenant is required to maintain under this Sublease.

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28.4 Governing Law; Venue. This Sublease will be governed by, construed, and enforced in accordance with the laws of the State where the Premises are located. The agreed upon venue is Atlanta, Fulton County, Georgia.

28.5 Waiver of Jury Trial. In the event of a dispute arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, Subtenant's use or occupancy of the Premises, and/or claim of injury or damage resulting in litigation, (a) the expenses of the prevailing party, including, without limitation, attorneys' fees and costs at trial, on appeal, in bankruptcy proceedings or otherwise, will be paid by the non-prevailing party, and (b) SUBLANDLORD AND SUBTENANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY.

28.6 No Brokers. Subtenant represents and warrants to Sublandlord that no party is entitled to a brokerage or leasing commission in connection with this Sublease or the Premises. Subtenant shall and does hereby agree to indemnify, defend and hold harmless Sublandlord from and against any claim, liability or expense (including attorneys' fees and costs) arising from or in connection with a breach of this representation or warranty.

28.7 Attorneys' Fees. If suit be brought by either party to enforce its rights hereunder the prevailing party will be entitled to recover from the other the prevailing party's costs, including actual reasonable attorneys' fees and costs, whether such fees and costs be incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

28.8 Severability. If any term, covenant, condition or provision of this Sublease shall be held invalid or unenforceable, the remainder of this Sublease shall not be affected thereby, and each other term, covenant condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

28.9 "As Is" Condition. It is agreed that Subtenant has made an inspection of the Premises and accepts the same in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Sublandlord makes no representation or warranty as to the condition of the Premises, express or implied.

28.10 Delivery of the Premises. Subtenant acknowledges that as of the Commencement Date Sublandlord has delivered to Subtenant and Subtenant has taken from Sublandlord possession of the Premises.

28.11 Captions; Genders. Captions used in this Sublease are for convenience of reference only and will not affect the construction of any provision of this Sublease. Whenever used, the singular will include the plural, the plural will include the singular, and gender will include all genders.

28.12 Binding Effect. The provisions of this Sublease will be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns. The provisions contained herein are solely for the benefit of Sublandlord and Subtenant and their successor and assigns, and no third party rights are intended or created hereby

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28.13 Sole Agreement. This Sublease embodies the entire agreement between the parties relative to the subject matter hereof and shall not be modified, changed, or altered in any respect except in writing. The parties further acknowledge that the Sublease supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral. The terms, conditions and covenants of this Sublease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, Subtenants and assigns.

28.14 Recording of Sublease. Except as herein provided, this Sublease will not be recorded. At the request of Sublandlord, Sublandlord and Subtenant will execute a memorandum of this Sublease, in recordable form, specifying the commencement and termination dates, a description of the Premises, and any other provisions which Sublandlord may desire to incorporate therein.

28.15 Force Majeure. If either party be delayed or hindered in or prevented from the performance of any act required under this Sublease by reason of strikes, labor troubles, inability to procure materials, failure of power or other utilities, governmental moratorium or regulations, riots, insurrections, pandemics, war, hurricane, tornado or other windstorm, flood, sinkhole or other subsidence, acts of God or other reason not the fault of the party delayed in performing the work or doing the acts required under the terms of this Sublease, then performance of such acts will be excused for the period of the delay, and the period for the performance of any such act will be extended for a period equivalent to the period of such delay.

28.16 Time is of the Essence. Time is of the essence for purposes of construing the terms and conditions of this Sublease

28.17 Counterparts. This Sublease may be executed in any number of counterparts; each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Sublease.

29. **SUBLANDLORD'S OPTION**. Notwithstanding anything to the contrary, in the case of an uncured default extending beyond fifteen (15) days, Sublandlord may terminate this Sublease at any time, at its sole discretion, by delivering prior written notice of its election to terminate within 30 days of the date Sublandlord wishes to terminate the Sublease.

30. **SPECIAL STIPULATIONS.** In the event of any conflict between the terms and conditions of any of the Special Stipulations set forth in **Exhibit C** attached hereto or itemized below in this Section 30, and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

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(Signature Page)

IN WITNESS WHEREOF, authorized representatives of Subtenant and Sublandlord have signed this Sublease as of the dates below.

SUBLANDLORD:

SHAN & ZAH LLC, A Georgia limited liability company

By: _____
Name: Shor Salman
Title: Member

Sworn to and subscribed before me this 3rd day of June, 2024.

_____
Notary Public
Commission expires:

[Notary Seal]

VALENCIA M REID NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 30, 2025

SUBTENANT:

SARFERN LLC, a Georgia limited liability company

By: RFernandes
Name: Rock Fernandes
Title: Member

Sworn to and subscribed before me this 3rd day of June, 2024.

_____
Notary Public
Commission expires:

[Notary Seal]

VALENCIA M REID NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 30, 2025

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LANDLORD CONSENT TO SUBLEASE

This Landlord's Consent of the Sublease (the "**Agreement**") is made as of the 3rd day of June, 2024, by MAS CAPITAL LLC, a Georgia limited liability company ("**Landlord**"), SHAN & ZAH LLC, a Georgia limited liability company ("**Tenant**"), and SARFERN LLC, a Georgia limited liability company ("**Subtenant**").

RECITALS

WHEREAS, Pursuant to that certain Commercial Lease with Option to Purchase Agreement between Landlord and Tenant, dated March 2, 2022 (the "**Master Lease**"), attached hereto as Exhibit A, Landlord has sublet the certain real property including the convenience store and motor fuel outlet located at 997 Gray Highway, Macon, GA 31211 and (the "**Subleased Premises**) attached hereto as Exhibit A.

WHEREAS, Landlord consents to letting of the Leased Premises herein described.

WHEREAS, Tenant desires to sublet to Subtenant a portion of the Premises more particular described in and pursuant to the provisions of that certain Sublease Agreement dated as of July 1st, 2024 (the "**Sublease**"), a copy of which is attached hereto as Exhibit C.

NOW THEREFORE, Landlord provides consent of the Sublease under the following covenants and warrants of Tenant and Subtenant.

RECITALS

1. Landlord's consent to any sublease or assignment shall not deemed or construed to modify, amend or affect the terms and provisions of the Master Lease, or Tenant's obligations hereunder, and all such terms and provisions shall apply to Subtenant, and any of the occupants of the Leased Premises. Any act or omission of any Subtenant shall constitute an act or omission of Tenant. If and to the extent of a conflict between the Master Lease and the Sublease or assignment, the Master Lease shall be controlling in same manner as if the sublease or assignment had not been made.

2. Except as amended above, all the terms and conditions of the Sublease shall continue in full force and effect.

3. This Consent to the Sublease shall not operate to release any present guarantor of the Lease. Tenant shall be and hereby agrees to be responsible for all acts or omission of Subtenant.

4. In the event of default by Tenant, the Subtenant, at the option of Landlord, shall also be directly liable to Landlord for the payment of all rent and the performance of all obligations of the Subtenant under the terms of the Sublease.

5. Subtenant's principals, ROCK FERNANDES, shall personally guarantee the performance of all the covenants of the Sublease (to the extended incorporated into the Sublease) as provided in the attached Guaranty.

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IN WITNESS WHEREOF, Landlord, Tenant and Subtenant have caused their duly authorized representatives to execute this Consent as of the date first written above.

LANDLORD:
MAS CAPITAL, LLC

By: _____

Name: Shams Nanji

Title: M. Member

Accepted and agreed to by:

TENANT:
SHAN & ZAH, LLC

By: _____

Name: Shor Salman

Title: MEMBER

SUBTENANT:
SARFERN LLC

By: _____

Name: ROCK FERNANDES

Title: MEMBER

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UNCONDITIONAL GUARANTY

For good and valuable consideration and in consideration of its consent to the assignment of the premises at 997 Gray Highway, Macon, GA 31211 by MAS CAPITAL LLC (hereinafter referred to as "Assignor") to SARFERN LLC (hereinafter referred to as "Assignee") and the benefits accruing therefrom to the undersigned, Rock Fernandes (hereinafter referred to as ("Obligor"), Obligor does unconditionally guarantee performance of each and every covenant, to the extent incorporated in the foregoing Lease, of that certain Sublease Agreement, dated July 1, 2024, (hereinafter the "Sublease"), covering the aforesaid Premises, and payment of any and all amounts now or hereafter due as rental under the Sublease and all other advances, debts, obligations and liabilities of Assignor to Assignee, including but not limited to environmental compliance, whether now existing or hereinafter incurred or created, voluntarily or involuntarily, due or not due, absolute or contingent, joint or several, primary or secondary, and whether incurred directly or acquired by assignment or otherwise, and whether or not assigned or held directly by Assignor. For the purposes of this Guaranty the term "Assignee" shall include the Assignee name above and, if this Lease shall be validly assigned, shall also include any subsequent assignee or subtenant of the Lease. Obligor further waives any defense arising by reason of any disability or other defense of Assignee or by reason of the cessation from any cause whatsoever of the liability of Assignor. Until all indebtedness has been paid in full, Obligor shall have no right of subrogation. Obligor waives any right to enforce any remedy which Lessor now has or may have against Assignee and waiver any benefit of or right to participate in any security now or hereafter held by Lessor. Lessor shall not be required to proceed against or exercise any remedy or right it may have against Assignor or Assignee prior to enforcing this guaranty.

This Guaranty shall be continuing and shall not be discharged, impaired or affected by (a) the power of authority or lack thereof of Assignee or any of its agents or representatives to incur the indebtedness; (b) the existence or non-existence of Assignee as a legal entity; (c) the amendment, renewal or extension of the Lease or Sublease (if any); or (d) any subsequent assignment of the Lease or Sublease or a subletting thereunder, whether with the consent of Lessor or not.

This Guaranty expressly includes all obligations of the Assignee whether for remediation, indemnification or otherwise, arising from any provision in the Lease relating to environmental conditions or the presence or release of hazardous materials (as defined therein).

Lessor may, without notice, assign this guaranty in whole or in part. This guaranty shall inure to the benefit of all transferees and assignees of Lessor of any part or all of the indebtedness hereby guaranteed and of any security therefor.

The legal rights and obligations hereunder shall be determined under the laws of the State of Georgia.

Notice of Lessor's acceptance hereof, of default, and of nonpayment by Assignor, Assignee, Obligor, or any other party, as well as presentment, protest, and demand are all waived.

The obligations hereunder of Obligor are independent and several and shall be binding upon his or her respective heirs and personal representatives.

IN WITNESS WHEREOF, Obliger hereto has set his hand and seal as of this 3rd day of June, 2024.

OBLIGOR/GUARANTOR

RFernandes

By: Rock Fernandes

Address: 151 Melrose Creek Drive, Stockbridge, GA 30281

SSC No: _____

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(9)

Agent Certification

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

Agent's Signature: _____ Date: 10-10-2024.

Business Name: SARFERN LLC

I hereby certify that Rock J. Fernandes (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.

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

This 10th day of October, 2024.

Amanda Rivera Martinez
Notary Public

March, 18th 2028
My Commission Expires

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: _____ Date: 10/10/2024.
(If different from Agent)

Title: OFFICER

Business Name: SARFERN LLC

I hereby certify that Rock J. Fernandes (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.

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

This 10th day of October, 2024.

Amanda Rivera Martinez
Notary Public

March 18th 2028
My Commission Expires

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(10)

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SARFERN LLC

Business Address: 997 GRAY HWY, MACON GA 31211

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.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

10/10/2024
Date

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(11)

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 accordancewith 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.

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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: SARFERN LLC

Business Address: 997 GRAY HWY, MACON GA 31211

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.

CES Deborah A Marbury — 10-30-2024

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] — 10/10/2024

Applicant/Agent Signature — Date

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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	ROCK J FERNANDES	10/10/2024
	Print Name	Date

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11 (13) 22

Alcohol License Questionnaire

Name of Business: SARFERN LLC
Owner's Name: ROCK J FERNANDES
Address: 997 GRAY HWY
MACON GA 31211

1. Do you own or are you leasing your business location? ___ Own ✔ Lease

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

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

Please circle one: ___ Relation, see below ✔ No Relation

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

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

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

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

Signature	ROCK J FERNANDES	10/10/2024
	Print Name	Date

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

12 (4) - ~~DM~~

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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: SARFERN LLC

Business Address: 997 GRAY HWY, MACON GA 31211

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

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

Applicant/Agent Signature

10/10/2024
Date

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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 #

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

Macon-Bibb County
Certificate of Good Standing

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

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

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

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.

Rock Fernandes
Print and Sign Name

Sworn to and subscribed before me this
10th day of October, 2024.

Amanda Rivera Martinez
Notary Public
My Commission Expires: March 18th 2028

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

Property Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: SHAMS NANJI

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Print and Sign Name

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

Notary Public
My commission expires:

VALENCIA MITCHELL NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 30, 2025

Rev. April 2022
See O-22-0011

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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: Rock J Fernandes – Prints Completed 11.22.2024

Business Name: Sarfern LLC dba Chevron Food Mart #275

Business Address: 997 Gray Hwy, Macon GA 31211

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

Granted DocuSigned by: 12/9/2024
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: B8BA0420-3271-4793-A7C3-95D313A1FCC6

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 12/12/2024 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

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ADDED TO THE DECEMBER 16, 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**	Alcohol Beverage Caterer	**$600**
Sunday Sales	**$300**	Brown Bag	**$0**	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.

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

Already paid for change of Agent

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Select One: ___ New Business ___ Change of location X Change of Business
same owners

BUSINESS

Federal Tax ID #: 46-1877988 State Tax ID #: 20214810305

Business Name: JBK Southern Inc Corporate and Trade Name: dba Just Tap'd

Local Business Address: 488 1st Street Macon GA 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: 146 Old Graham Rd Gray GA 31032
Street Address (City State Zip)

Local Business Phone #: 478-599-9951 Email Address: bkressin85@gmail.com

Contact Person: Nate Kressin Contact Phone #: 478 550 1901

AGENT

Agent's Name: Nathaniel Kressin Agent's Title: Manager, COO

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

Home Address: 996 High St. City: Macon State: GA Zip: 31201

Home Phone #: 478-550-1901 Email: nkressin24@gmail.com

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

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? X **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

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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):	Jeffery Victor Kressin		
Home Address:	146 Old Graham Rd Gray GA 31032		
Sex	Race	Date of Birth	Social Security Number
M	C	[redacted]	

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

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

Signature _____ Date 11-11-2024

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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):	Nathaniel Jeffery Kressin		
Home Address:	996 High Street, Macon 31201		
Sex	**Race**	**Date of Birth**	**Social Security Number**
M	C	[redacted]	

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

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

_____ 11-11-2024

Signature Date

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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) JVK 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: JBK Southern, inc DBA Just Tap'd

Printed Name of Applicant: Jeffery V. Kressin

*Signature of Applicant: Jeffery V Kressin

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 13 DAY OF November, 20 24.

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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

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

1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

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

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

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

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

Business Name: JRK Southern Inc dba Just Tspot

Printed Name of Applicant: Nathaniel J Kressin

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11 DAY OF November, 2024.

_____
NOTARY PUBLIC

June 11, 2028
MY COMMISSION EXPIRES

ANDREA L. SMITH
NOTARY PUBLIC
My Commission Expires
June 11, 2028
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **BETH KRESSIN**

PROPOSED LICENSE: **BEER, WINE, AND LIQUOR PACKAGED TO GO AND CONSUMED ON PREMISES**

BUSINESS LOCATION: **488 FIRST ST.**

BUSINESS NAME: **JBK SOUTHERN INC., DBA JUST TAP'D**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
__X__Comply _____ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
_____ Comply _____ Not Applicable _____Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
_____ Comply ____Complies , but does not comply with other restrictions

_____Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 11/7/24

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

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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

JWH

Just Tap'd
#488 First Street

OK!
Paul A. Horowski
November 6, 2024

1,200' — SCHOOL GROUND property line
St. Joseph Catholic School

1,225 — SCHOOL BUILDING
St. Joseph Catholic School

1,375' — COLLEGE CAMPUS property line
Mercer University - #433 Cherry St.

4,200' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

2,400' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

3,500' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Mounts Homes

750' — CHURCH (building)
St. Joseph Catholic Church

730' — CHURCH GROUNDS
St. Joseph Catholic Church

8,750' — M-B COUNTY RECREATION CENTER property
Memorial Park Recreation Center

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

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
148055	608402	Print Legal Ad-IPL02024310 - IPL0202431		$46.36	1	29 L

Attention: Beth Kressin

Beth Kressin
146 Old Graham Rd
Gray, GA 31032

bkressin85@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 10, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as JBK Southern, Inc dba Just Tap'd, 488 1st Street, Macon GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 3, 2024. Nathaniel Kressin, Applicant
IPL0202431
Nov 3,10 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:
11/03/24, 11/10/24

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 12th day of November in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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: 2014-20459	**PERMIT TYPE:** Conditional use	**DATE OF ISSUE:** 7/15/2014
ISSUED TO NAME:	Jeff Kressin/Beth Kressin	
	JBK Southern, Inc. DBA Just Tap'd (formerly Lazy Dog Growler)	
OWNER'S NAME:	TRADING POST ON FIRST LLC	
PROPOSED USE:	Growler with onsite consumption & retail sale of supplies	
ADDRESS OF PROPOSED USE:	484 First St	
	AKA 488 First St	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	Q0740403	**ZONING DISTRICT:** CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and subject to P&Z Commission RATIFICATION on 8-1-2014, approval is granted to operate a pint cafe and growler re-fill station with retail sales of home brewing supplies in an existing commercial building. Approval is also subject to the requirements of the Macon-Bibb County Department of Health and the GA Department of Agriculture. Sales of beer, wine, and liquor, and their consumption on premises, are authorized by this permit.

All exterior modifications, including, but not limited to, awnings and signage, are subject to approval by the Design Review Board. Signage and exterior modifications shall require separate zoning permits.

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspection & Fees and Business License offices). Subject to all applicable local, state, and federal regulations.

APPROVED
By John Langstaff at 4:12 pm, Nov 05, 2024

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 1/11/2015 **, THIS PERMIT IS NULL & VOID**

APPROVED BY: JaRanda Doveton

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office.

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**JBK Southern, Inc.**	Control Number:	**13025016**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**146 Old Graham Rd., Gray, GA, 31032, USA**	Date of Formation / Registration Date:	**1/10/2013**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Nathaniel Kressin**
Physical Address:	**996 High St, Macon, GA, 31201, USA**
County:	**Bibb**

OFFICER INFORMATION

Name	Title	Business Address
Beth Ann Kressin	CFO	146 Old Graham Rd., Gray, GA, 31032, USA
Beth Ann Kressin	Secretary	146 Old Graham Rd., Gray, GA, 31032, USA
Jeffery Victor Kressin	CEO	146 Old Graham Rd., Gray, GA, 31032, USA

Back Filing History Name History Return to Business Search

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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: Just Tap'd Name of Corporation: JBK Southern Inc

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

Individual:

Name and Title: Jeffery Kressin, CEO Telephone Number: 330-598-1051

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

Residential Street Address: 146 Old Graham Rd Gray GA 31032

P.O. Box Not Allowed (City State Zip)

Mailing Address: Same

(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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company
- Corporate Officer: Yes X No ___ 100%

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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: Just Tap'd Name of Corporation: JBK Southern Inc

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

Individual:

Name and Title: Nathaniel Kressin COO Telephone Number: 478-550-1901

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

Residential Street Address: 996 High Street Macon GA 31201

P.O. Box Not Allowed (City State Zip)

Mailing Address: Same

(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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company
- Corporate Officer: Yes X No ___ 70%

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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: Just Tap'd Name of Corporation: JBK Southern Inc

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

Individual:

Name and Title: Beth Kresson CFO Telephone Number: 478-550-4108

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

Residential Street Address: 146 Old Graham Rd Gray GA 31032

P.O. Box Not Allowed (City State Zip)

Mailing Address: Same

(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 (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 Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company
- Corporate Officer: Yes X No ___ 3%

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: Jeffery Last Name: Kressin

Home Address: 146 Old Graham Rd City: Gray State: GA Zip: 31032

Home Phone #: (330 598 1051 Email: jKressin652@gmail.com

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

Mailing Address: 146 Old Graham Rd City: Gray State: GA Zip: 31032

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

☑ **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**

☐ **Current Color photograph of applicant**

☐ **$25 cash, card, 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.

Jeffery V Kressin
Applicant's Signature

9/18/24
Date

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

This 18 day of Sept, 2024

NOTARY PUBLIC

ANDREA L. SMITH
My Commission Expires
NOTARY PUBLIC
June 11, 2028
HOUSTON COUNTY, GEORGIA

June 11, 2028
MY COMMISSION EXPIRES

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

TIPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Jeffery Victor Kressin

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	11/05/2022	11/04/2025	ON-000027128383

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 11/05/2022 Expires: 11/04/2025

Certificate #: ON-000027128383

Jeffery Victor Kressin
146 Old Graham Road
Gray GA 31032

TIPS | 360 TRAINING™

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

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

Signature _____

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Jeffery Kressin



AH001392

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: Nathaniel Last Name: Kressin

Home Address: 996 High St. City: Macon State: GA Zip: 31201

Home Phone #: 478 550-1901 Email: nKressin24@gmail.com

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

Mailing Address: 996 High St. City: Macon State: GA Zip: 31201

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

☐ **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**

☐ **Current Color photograph of applicant**

☐ **$25 cash, card, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner**

CERTIFICATION

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

Applicant's Signature

9/18/24
Date

I hereby certify that Nathaniel Kressin 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 18 day of Sept, 2024

NOTARY PUBLIC

ANDREA L. SMITH NOTARY PUBLIC HOUSTON COUNTY, GEORGIA My Commission Expires June 11, 2028

June 11, 2028
MY COMMISSION EXPIRES

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

TIPS® | 360 TRAINING
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Nathan Kressin

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	10/31/2023	10/30/2026	ON-000030159399

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

TIPS On-Premise
Issued: 10/31/2023
Certificate #: ON-000030159399

Nathan Kressin
906 High St
Macon GA 31201

CERTIFIED
Expires: 10/30/2026

TIPS | 360 TRAINING

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

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

Signature _____

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Nathaniel Kressin



AH001148

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

COMMERCIAL LEASE

This lease is made between Trading Post on First, LLC, at 6501 Peake Road, Building 350, Macon, Georgia 31210 herein called Lessor, and JBK Southern Inc. dba Lazy Dog Growler, 488 First Street, Macon, GA 31201 herein called Lessee.

Lessee hereby offers to lease the premises situated in the city of Macon, County of Bibb, State of Georgia, described as 488 First Street, Macon, GA 31210 as shown on Exhibit A attached hereto and made a part hereof, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of five (5) years; commencing June 13, 2014 and terminating on midnight September 30, 2019 as provided herein at a monthly rental of $1,650.00 per month. The phrase "lease year" shall mean twelve (12) calendar months commencing with the first day of the month following the Rental Commencement Date and the succeeding anniversaries thereof. . If the lease is in good standing at termination, Lessee will have two (2), five (5) year renewal options at the monthly rental rate of:
   a. 1st Renewal Period: $1,800 per month for the renewal term
   b. 2nd Renewal Period: $1,950 per month for the renewal term

   The monthly rental is payable in equal installments in advance on the first day of each month for that month's rental, during the term of lease. Any payments received after the 5th of the month will be charged a $25.00 per day late fee, due and payable upon receipt of written notice of late charge from Lessor. All rental payments shall be made to Lessor, at the address specified above.

   Rent Commencement: Rent shall commence Ninety (90) days after Lessor's delivery of possession to the Lessee.

2. **Use.** Lessee shall use and occupy the premises for the operation of a business offering a growler fill station and home brewing supplies to include serving beer and wine on-site (i.e., casual pint café) and for no other purpose without the Lessor's consent.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition. Lessee shall surrender the space, at termination hereof, in as good condition as received, normal wear and tear taken into consideration. Lessee shall be responsible for all interior repairs required, including maintenance and repairs to the HVAC after initial warranty period of 6 months provided by Lessor. This space shall be maintained by Lessee which will include weekly cleaning of the space. Lessor shall maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery or other common areas. Lessor will also be required to make any repairs to structural elements, like windows and doors.

4. **Alterations**. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises other than those outlined in Exhibit "B" attached hereto and made a part hereof.

5. **Ordinances and Statutes**. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting**. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease. All assignments or subleases will require Lessor consent and will incur a charge of $1,500.00. If a sale in Lessee's business results in an assignment of the existing Lease, JBK Southern, Inc. and Jeff Kressin (Personal Guarantor) will be released from any and all future liability (non-performance) of the assignee only if credit of assignee is equal to or better than Lessee's credit at Lessor's sole discretion.

7. **Utilities**. Responsibility of Lessee. Water is included in monthly rental payment.

8. **Entry and Inspection**. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times, for the purpose of inspecting, repairing and/or cleaning the premises at Lessor's sole discretion, but is not required.

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

9. **Possession**. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, not shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.

10. **Indemnification of Lessor**. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. **Insurance**. Lessee shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: $1,000,000 with respect to injuries to or death of any person, and $1,000,000 with respect to any one occurrence and $500,000 with respect to property damage or a combined single limit of $1,000,000.

    Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to fixtures and improvements owned by Lessor and/or for moving expenses.

13. **Destruction of Premises**. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within sixty (60) days, Lessor, at his opinion may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor, may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default**. If Lessee defaults in the payment of rent, or any additional rent, or defaults in, the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five (5) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than thirty (30) days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

    Lessor shall have at all times a valid lien, for all rentals and other sums of money becoming due hereunder from Lessee, upon all goods, wares, equipment, inventory, fixtures, furniture and other personal property of Lessee situated on the Premises, and such property shall not be removed therefrom without the consent of Lessor until all arrearage in rent, as well as any and all other sums of money due to Lessor hereunder shall first have been paid and discharged. Upon the occurrence of an event of default by Lessee, Lessor may, in addition to any other remedies provided herein or by law, enter upon the demised Premises and take possession of any and all goods, wares, equipment, inventory, fixtures, furniture and other personal property of Lessee situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at a public or private sale, with or without having such property at the sale, at which Lessor or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Lessee to Lessor. Any surplus shall be paid

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to Lessee and Lessee agrees to pay any deficiency forthwith. Alternatively, the Lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

14. **Security Deposit**. $1,650.00 Paid upon signing of Lease

15. **Common Area Expenses**. Paid by Lessor.

16. **Attorney's Fees**. In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. **Waiver**. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

18. **Notices**. Any notice which either party may or is required to give, shall be given by email to jkressin65@gmail.com and bkressin85@gmail.com, mailing or hand delivering the same, postage prepaid, to Lessee at the premises or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

19. **Heirs, Assigns, Successors**. This lease is binding upon and endures to the benefit of the heirs, assigns, and successors in interest to the parties.

20. **Option to Renew**. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease at the amounts stated in Term and Rent above. All of the terms and conditions of the lease shall apply during the renewal term. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

~~22. **Sales Tax Report**. Lessee will provide Lessor with a monthly sales report either by providing last month's sales report with the current rent check or faxing the current sales report to Lessor at 478.477.2111 or via email to june@sppcommercial.com.~~

23. **Brokerage**. Lessee warrants that it has had not dealings with any broker other than Southern Pine Plantations Commercial Group, LLC and in connection with the negotiations or execution of this Lease and Lessee agrees to indemnify Lessor and hold Lessor harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent other than Southern Pine Plantations Commercial Group, LLC acting for Lessee with respect to this Lease unless specifically designated in writing and included in this paragraph at the time of execution of the lease.

24. **Subordination**. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. **Guaranty**. The Guarantor jointly or severally, hereby personally covenants and agrees to and with Lessor, and the said Lessor's legal representatives, successor and assigns, that if default shall at any time be made by Lessee in payment of the rent or the performance of the covenants contained within the Lease on Lessee's part to be paid or performed, the Guarantor jointly or severally will well and truly pay the said rent on any arrears thereof that may remain due unto Lessor, and also all damages that may arise in consequence of the non-performance of said covenants, or any of them without requiring notice of any such default from Lessor, and this liability of the Guarantor shall continue. This Guaranty shall be binding upon the Guarantor. At the end of the first term of the Lease, individual Guarantor may be removed only if there have been no defaults during the initial term of the Lease; otherwise, Lessee shall remain the personal Guarantor.

26. **HVAC.** Lessor agrees to perform the initial testing and servicing of the existing H.V.A.C. and determine that it is in good working order before Lessee occupies the space or as soon as the power is turned on in Lessee's name. Lessor will also warrant the H.V.A.C. system for a period of six (6) months against system or major component failure and shall be required to pay all repair costs in excess of Five Hundred Dollars ($500.00), per repair occurrence, during the warranty period. Lessee agrees to maintain in good repair, the H.V.A.C. system during the entire lease term. Lessor agrees to regularly service H.V.A.C. system during the entire lease term and Lessee agrees to reimburse Lessor accordingly.

27. **Outdoor Seating:** Lessee may utilize outside space as outdoor patio seating at Lessee's sole cost and expense for customers in accordance and compliance with city/county and planning and zoning

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requirements and with the agencies prior written approval. Lessor's written approval required prior to any placement of patio seating.

28. **Entire Agreement**. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Lessor's contact information and mailing address is as follows:
Trading Post on First, LLC
c/o SPP Commercial Group, LLC
6501 Peake Road, Building 350
Macon, GA 31210
478/477-0000
478/477-2111 fax

Susan Bloodworth, Sales & Leasing
478-477-0000 or 478-747-2692
susan@sppcommercial.com

Jon Martin, Building & Property Manager
478-501-7205
jon@sppcommercial.com

Lessee's contact information and mailing address is as follows:
Name: Jeffery Victor Kressin
Address: 488 First Street, Macon, GA 31201 or 117 Island View Drive, Lizella, GA 31052
(330) 598-1051 cell
jkressin65@gmail.com

Emergency Contacts:
Beth Ann Kressin (spouse)
(478) 550-4108 cell
bkressin85@gmail.com

Nathaniel Jeffery Kressin (son)
(478) 550-1901 cell
nkressin@yahoo.com

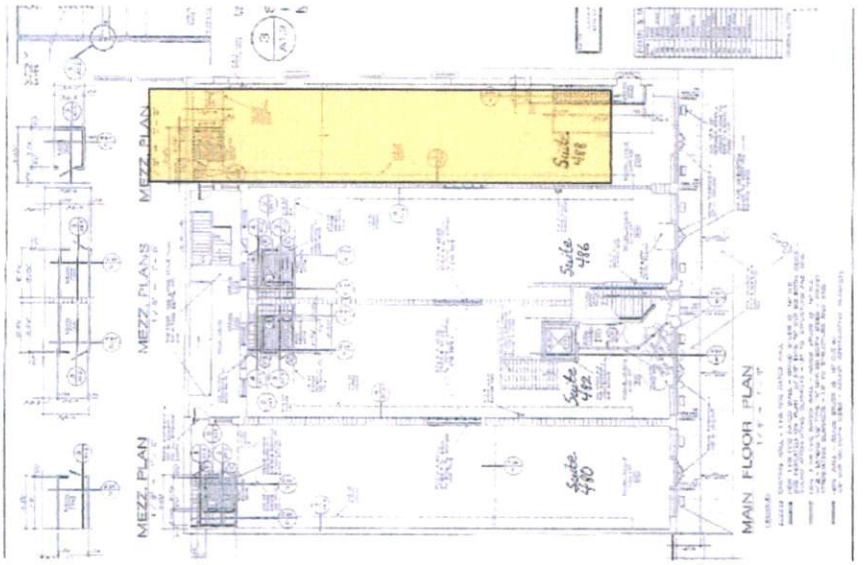
Signed this 13 day of June, 2014..

By: _____, Lessor
Travis B. Griffith, General Manager

By: _____, Lessee & Guarantor
Jeffery Victor Kressin, Individually and Respectively,
Lessee and Guarantor

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"EXHIBIT A"
Description of Property



Suite 488 First Street, Macon, GA 31210

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"EXHIBIT B"

Description of Lessor's Improvements:
As Is

Description of Lessee's Improvements:
Lessor to approve all signage, improvements before installation

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FIRST AMENDMENT TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE ("First Amendment") is entered into this 5th day of May 2015 by and between TRADING POST ON FIRST, LLC ("Lessor") and **JBK SOUTHERN INC. DBA LAZY DOG GROWLER** ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to a Lease dated June 13, 2014 ("Original Lease") whereby Lessor leased certain premises described as 488 First Street, Macon, GA 31210 ("Premises"); and

WHEREAS, Lessor and Lessee desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this First Amendment to Lease. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

WITNESSETH:

Lessor and Lessee covenant and agree to amend the Lease as follows, effective immediately:

1. First Paragraph: Lessee shall be changed from "JBK Southern Inc. dba Lazy Dog Growler" to "JBK Southern Inc. dba Just Tap'd".

2. Paragraph #2., Use: add "Pizza and Potatoes conditioned upon no aromas from such use shall impact neighbors or other tenants of the building. Should any aromas impact neighbors or other tenants of the building, Lessee agrees, at Lessee's sole cost and expense, to install any systems necessary to remedy. Should Lessee fail to remedy, Lessor reserves the sole right to revoke Lessee's use."

3. Add Exhibit "C" – Basement Floor Plan

Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is made and executed by authorized representatives of the parties on the dates shown below.

LESSEE:

JBK SOUTHERN INC. DBA JUST TAP'D

BY: _____
JEFFERY VICTOR KRESSIN

WITNESSED: _____

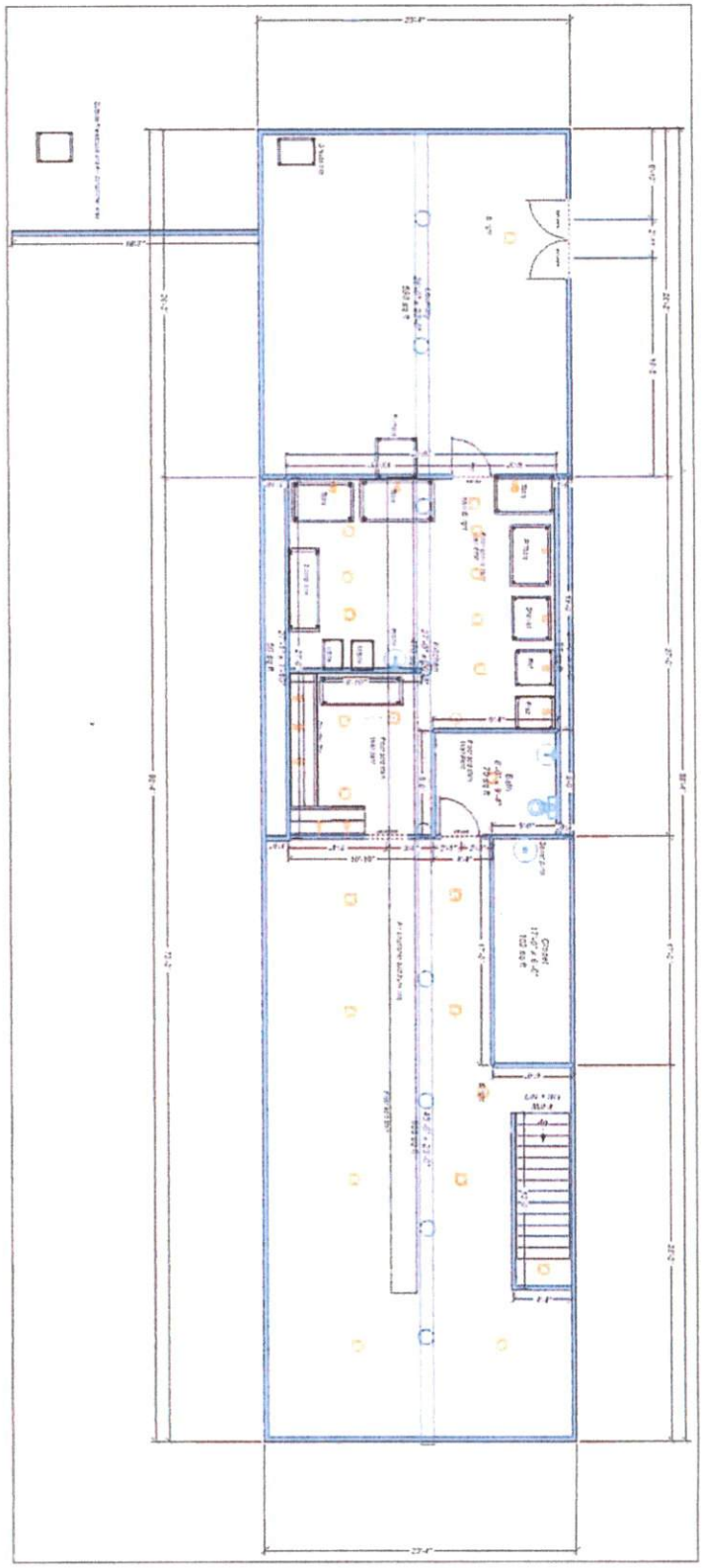
LESSOR:

TRADING POST ON FIRST, LLC

BY: _____
TRAVIS B. GRIFFITH, General Manager

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"EXHIBIT C"
BASEMENT FLOOR PLAN



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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is entered into this 10th day of January, 2019 by and between **TRADING POST ON FIRST, LLC** ("Landlord") and **JBK SOUTHERN INC. DBA JUST TAP'D** ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to a Lease dated November 11, 2013 ("Original Lease") and first amended on May 5, 2015 ("First Amendment"), collectively the "Lease", whereby Landlord leased certain premises consisting of 2,320 rentable square feet of space and more commonly known as 480 First St, Macon, Georgia 31201 ("Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Second Amendment to Lease. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

WITNESSETH:

Effective October 1, 2019, Landlord and Tenant covenant and agree to amend the Lease as follows:

1. Tenant hereby exercises its first renewal option to renew for a period of five (5) years in accordance with Paragraph 1, "TERM and RENT". Tenant's base rent shall be:

   $1,800.00 per month for period beginning October 1, 2019 – September 30, 2024

Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is made and executed by authorized representatives of the parties on the dates shown below.

TENANT:
JBK SOUTHERN INC. DBA JUST TAP'D

BY: Jeffery Victor Kressin
Jeffery Victor Kressin

Date: 9 Jan 2019

LANDLORD:
TRADING POST ON FIRST, LLC

BY: _____
Travis B. Griffith, General Manager

Date: 1-10-2019

NOTARY:

Commission Expires: 1-10-2021

CAROL SCHNABLE NOTARY PUBLIC HOUSTON COUNTY, GA EXP JANUARY 10, 2021

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("THIRD Amendment") is entered into this 24th day of July, 2019 by and between **TRADING POST ON FIRST, LLC** ("Landlord") and **JBK SOUTHERN INC. DBA JUST TAP'D** ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to a Lease dated November 11, 2013 ("Original Lease") and amended on May 5, 2015 ("First Amendment"), and on January 10, 2019 ("Second Amendment") collectively the "Lease", whereby Landlord leased certain premises consisting of 2,320 rentable square feet of space and more commonly known as 480 First St, Macon, Georgia 31201 ("Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this THIRD Amendment to Lease. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

WITNESSETH:

Effective July 24, 2019, Landlord and Tenant covenant and agree to amend the Lease as follows:

> Add paragraph: "**29. Firepits and Outdoor Seating:** Landlord approves of the Firepits and Seating shown on attached Exhibit "A". Tenant agrees to pay for all fees and costs associated with the installation, maintenance, and future removal of same. Landlord reserves the right to withdraw approval of same at Landlord's sole discretion. Furthermore, Tenant agrees to reimburse Landlord attorney fees to review any documents related to same. Tenant also agrees to pay any fee/rent required by Macon Bibb County that may apply to include but not limited to application fees and additional rent encroachment fee(s). Tenant shall further indemnify Landlord for any costs, damages, liabilities or penalties of any kind of nature whatsoever (the "Costs") arising from or related to the installation of the Firepits and Seating described herein, including without limitation any Costs arising from the Application for Encroachment Permit (Revocable) dated June 25, 2019 executed by Landlord and submitted to the Engineering Department of Macon-Bibb County, Georgia at the request of Tenant. Should Tenant terminate the lease or vacate the Premises, Tenant shall be responsible for returning the area back to its original state.

Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is made and executed by authorized representatives of the parties on the dates shown below.

TENANT:
JBK SOUTHERN INC. DBA JUST TAP'D

BY: Jeffery Victor Kressin
Jeffery Victor Kressin

Date: July 18, 2019

LANDLORD:
TRADING POST ON FIRST, LLC

BY: _____
Travis B. Griffith, General Manager

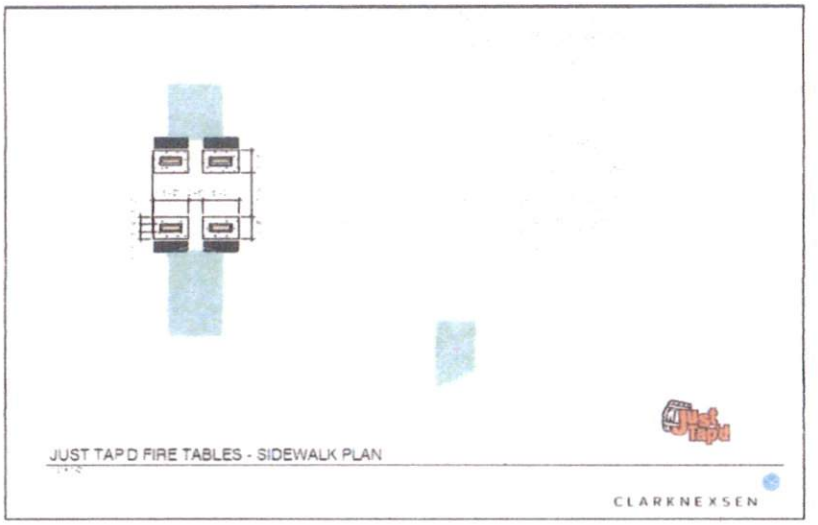
Date: 7/24/2019

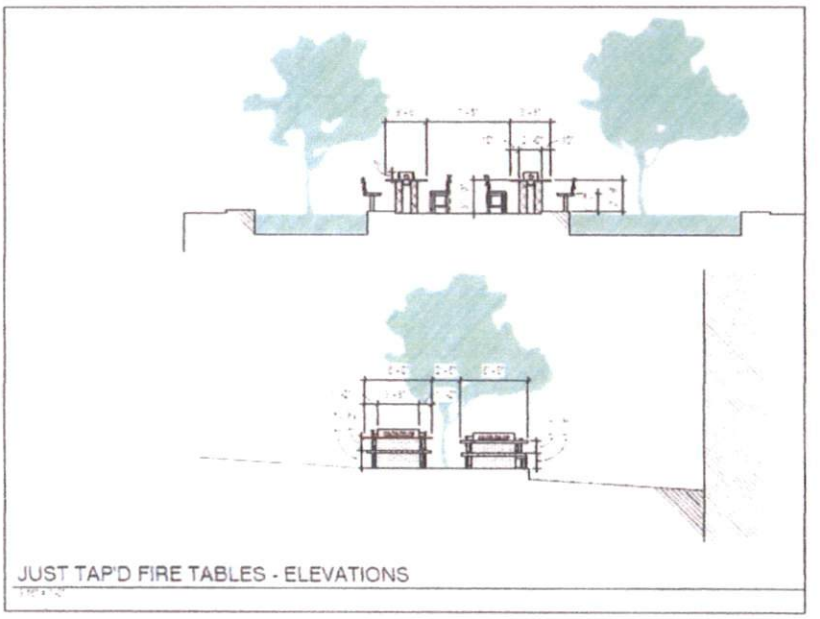
NOTARY:
Frances Lynn Rankin

Commission Expires: Feb 8, 2022

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EXHIBIT "A" to Third Amendment
Firepits and Outdoor Seating







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FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") Is entered into this 15th day of May, 2024 by and between **TRADING POST ON FIRST, LLC** ("Landlord") and **JBK SOUTHERN INC. DBA JUST TAP'D** ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to a Lease dated November 11, 2013 ("Original Lease") and amended on May 5, 2015 ("First Amendment"), and on January 10, 2019 ("Second Amendment"), and on July 24, 2019 ("Third Amendment"), collectively the "Lease", whereby Landlord leased certain premises consisting of 2,320 rentable square feet of space and more commonly known as 488 First St, Macon, Georgia 31201 ("Premises");

WHEREAS, Landlord and Tenant desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Fourth Amendment to Lease. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

WITNESSETH:

Effective October 1, 2024, Landlord and Tenant covenant and agree to amend the Lease as follows:

1. Tenant hereby exercises its second renewal option to renew for a period of five (5) years in accordance with Paragraph 1, "TERM and RENT". Tenant's base rent shall be:

   $1,950.00 per month for period beginning October 1, 2024 – September 30, 2029

2. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have three (3), five (5) year renewal options. Lease rate shall be a ten percent (10%) increase over the previous year at the monthly rental rate stated below. All of the terms and conditions of the lease shall apply during the renewal term. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
   a. 1st Renewal Period: $2,145.00 per month (October 1, 2029 - September 2034)
   b. 2nd Renewal Period: $2,359.50 per month (October 1, 2034 - September 2039)
   c. 3rd Renewal Period: $2,595.45 per month (October 1, 2039 - September 2044)

Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is made and executed by authorized representatives of the parties on the dates shown below.

TENANT:
JBK SOUTHERN INC. DBA JUST TAP'D

BY: _____
Jeffery Victor Kressin

Date: 5/15/24

NOTARY: _____
Jasmine Curtis
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires 03/27/2028

LANDLORD:
TRADING POST ON FIRST, LLC

BY: _____
Steven L. Bell, Manager

Date: 5/15/24

Commission Expires: 3/27/2028

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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'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: _____

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

This_____ day of_____, 20____ .

_____ _____

Notary Public My Commission Expires

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: Jeffrey V Russo Date: 11/13/24
(If different from Agent)

Title: President + CEO

Business Name: JBK Southern, inc, DBA Just Tap'd

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 13 day of November 2024

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Jasmine Barnes 03.11.2025

Notary Public My Commission Expires

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Agent Certification

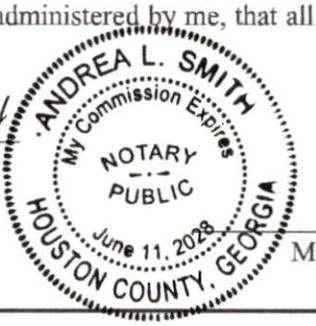
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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'sknowledge.

Agent's Signature: _____ Date: 11-11-2024

Business Name: JBK Southern Inc dba Just Tap'd

I hereby certify that Nathaniel Kressin (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 November, 2024



_____ June 11, 2028
Notary Public My Commission Expires

Ownership/Individual Certification

N/A

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

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: JBK Southern Inc dba Just Tapd

Business Address: 488 1st Street Macon GA 31201

***Instructions*:**

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **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

11-11-2024
Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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 accordancewith 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 camerasystem;*
3. *show the inspector that the security camera system meets the requirements below;and*
4. *have the inspector sign this form approving the security camerasystem.*

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.

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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: JBK Southern Inc dba Just Tap'd

Business Address: 488 1st St. Macon GA 31201

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

[signature] #710 — 11/21/2024

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] — 11-11-2024

Applicant/Agent Signature — Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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
	Jeffery V. Kressin	11-11-2024

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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	Nathaniel Kressin	11-11-2024
Signature	Print Name	Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Alcohol License Questionnaire

Name of Business: JBK Southern Inc dba Just Tap'd
Owner's Name: Nathaniel Kressin
Address: 488 1st Street
Macon GA 31201

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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 N/A

Signature

Nathaniel Kressin
Print Name

11-11-2024
Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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: JBK Southern Inc dba Just Tap'd

Business Address: 488 1st Street Macon GA 31201

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

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

Applicant/Agent Signature

11-11-2024
Date

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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 #

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Jeffery Kressin

2. Name of the subject of this Certificate, if different from the applicant:
JBK Southern Inc dba Just Tap'd

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

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

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

Just Tap'd
Fall Line Brewing Co LLC

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

Jeffery V. Kressin
Print and Sign Name

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

Notary Public
My Commission Expires: June 11, 2028

ANDREA L. SMITH
My Commission Expires
NOTARY PUBLIC
June 11, 2028
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Nathaniel Kressin

2. Name of the subject of this Certificate, if different from the applicant:
JBK Southern Inc dba Just Tap'd

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

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

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

Just Tap'd
Fall Line Brewing Co LLC

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Nathaniel Kressin
Print and Sign Name

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

Notary Public
My Commission Expires: June 11, 2028

ANDREA L. SMITH
NOTARY PUBLIC
My Commission Expires
June 11, 2028
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Just Tap'd

2. Name of the subject of this Certificate, if different from the applicant:
JBK Southern Inc dba Just Tap'd

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

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

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

Jeffery Kressin
Nathaniel Kressin

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.

Nathaniel Kressin
Print and Sign Name

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

Notary Public
My Commission Expires: June 11, 2028

ANDREA L. SMITH
My Commission Expires
NOTARY PUBLIC
June 11, 2028
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

Property owner

Macon-Bibb County
Certificate of Good Standing

1. Name of the applicant: Just Tap'd

2. Name of the subject of this Certificate, if different from the applicant:
The Trading Post on First, 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Benjamin W. Griffith - 100% Ownership

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.

Jon Martin / Jon Martin
Print and Sign Name

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

Kristy Mosely
Notary Public

My commission expires:

KRISTY MOSELY NOTARY PUBLIC EXP 3/29/27 BIBB COUNTY GA

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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: Jeffery Kressin – Fingerprints Not Required

Business Name: JBK Southern Inc dba Just Tap'd

Business Address: 488 First St, Macon GA 31201

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

Granted DocuSigned by: David J Davis 1C561778CDEE414... 12/9/2024
Sheriff, Macon-Bibb County, Georgia **Date**

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: CC5C9BEF-FF28-4E0F-8EF2-76F6BF8F2915

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 12/12/2022 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

ADDED TO THE DECEMBER 16, 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	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.

$ 2900 Alcohol License Fees + $400 Application Fee = $ 3300

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 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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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

BUSINESS

Federal Tax ID #: 92-3166731 State Tax ID #: 23065854

Business Name: Ocmulgee Brewpub Corporate and Trade Name: 551 Ocmulgee LLC

Local Business Address: 484 2nd St Macon, GA 31201
(PO Box Not Allowed) City State Zip

Mailing Address: 484 2nd St Macon, GA 31201
(PO Box Not Allowed) City State Zip

Local Business Phone #: 478 254-2848 Email Address: chris@551hospitality.com

Contact Person: Chris Barton Contact Phone #: 478 550-4067

AGENT

Agent's Name: John Jones Jr Agent's Title: Owner

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

Home Address: 647 College St City: Macon State: GA Zip: 31201

Home Phone #: 478-955-5664 Email: dountowngrill@gmail.com

Mailing Address: 647 College St City: Macon State: GA Zip: 31201

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

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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):	John Richard Jones, JR.		
Home Address:	647 College St. Macon 31201		
Sex	Race	Date of Birth	Social Security Number
M	Caucasian	[redacted]	

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

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

Signature _____ Date 10/1/24

Include a copy of your valid State/Government issued identification

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Rev. 9/2020

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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):	Ryan Daniel Griffin		
Home Address:	1107 Oglethorpe St. Macon, GA 31201		
Sex	Race	Date of Birth	Social Security Number
M	Caucasian	[redacted]	

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

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

_____ 10/1/24

Signature Date

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Rev. 9/2020

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Brian Patrick Adams		
Home Address:	643 Orange Street, Unit D, Macon, GA 31201		
Sex	Race	Date of Birth	Social Security Number
M	W	[redacted]	

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

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

Signature

October 9, 2024
Date

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

Rev. 9/2020

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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: 551 Ocmulgee, LLC

Printed Name of Applicant: John Richard Jones, Jr.

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1st DAY OF October, 2024.

_____ 4/28/25
NOTARY PUBLIC MY COMMISSION EXPIRES

TERESA A MOLTON
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
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Business Name: Brasserie Circa

Printed Name of Applicant: Ryan Griffin

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF October, 20 24.

Rita Milford
NOTARY PUBLIC

3-21-25
MY COMMISSION EXPIRES

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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

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

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

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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: Brasserie Circa

Printed Name of Applicant: Brian Adams

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF October, 20 24.

Rita Milford
NOTARY PUBLIC

3-21-25
MY COMMISSION EXPIRES

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

MEASUREMENT FORM

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

APPLICANT: **CHRISTOPHER BARTON**

PROPOSED LICENSE: **BEER, WINE, AND LIQUOR CONSUMED ON PREMISES**

BUSINESS LOCATION: **484 SECOND ST.**

BUSINESS NAME: **551 OCMULGEE LLC.**

To Be Completed by County Engineer

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

X *Comply* ____ *Does not comply*

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

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

__ Yes ____No _X__Not Applicable

By: _____
John W. Hayes - Macon–Bibb County Engineer

Date: 11/26/25

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

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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.

551 Ormulgee LLC
#481 Second Street

3,950' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emmy Highway

3,850' — MHA housing unit property line

#1130 Oglethorpe Street

OK!
Paul J. Hoinowski
November 21, 2024

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
126558	597119	Print Legal Ad-IPL01965810 - IPL0196581		$46.36	1	29 L

Attention: Christioher Barton

Christopher Barton
1302 Bunn Rd
Forsyth, GA 31029

chris@brasseriecirca.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR/ On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 6, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 551 Ocmulgee LLC/Ocmulgee Brew Pub, 484 2nd St. Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 29, 2024. John Jones Jr., Applicant
IPL0196581
Sep 29,Oct 6 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:
09/29/24, 10/06/24

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 Semons

Sworn to and subscribed before me this 7th day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-1283	**PERMIT TYPE:** Permitted Use	**DATE OF ISSUE:** 06/20/2023
ISSUED TO NAME:	Chris Barton	
	551 Ocmulgee LLC	
PROPERTY OWNER'S NAME:	G&A CENTRAL GEORGIA PROP LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
	Change of ownership and operation of Ocmulgee Brewpub	
ADDRESS OF PROPOSED USE:	484 SECOND ST	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	Q074-0417	**ZONING DISTRICT:** CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership and operation of a restaurant with alcohol consumed on premises and packaged to go in an existing commercial building (Original Permit # 2016-00021225). No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the zoning office.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/20/2024

APPROVED BY: Thomas Neaves

NOTICE

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

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**551 Ocmulgee, LLC**	Control Number:	**23065854**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**598 D. T. Walton Senior Way, Macon, GA, 31201, USA**	Date of Formation / Registration Date:	**3/16/2023**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **ryan griffin**

Physical Address: **598 dt walton sr way, Macon, GA, GA, 31201, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

https://ecorp.sos.ga.gov/BusinessSearch/BusinessInformation?businessId=3902360&businessType=Domestic Limited Liability Company&fromSearch... 1/1

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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: Ocmulgee Brewpub Name of Corporation: 551 Ocmulgee, LLC

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

Individual:

Name and Title: John R. Toney, Jr. Telephone Number: (478) 955-5664

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

Residential Street Address: 647 College St. Macon, GA 31201

Mailing Address: Same

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

-] Sole Proprietorship
-] General Partnership
  - o General Partner holding____% of all outstanding general partnership interests.
-] Limited Partnership (LP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Partnership (LLP)
  - o General Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Limited Partnership (LLLP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Company (LLC)
  - o Managing Member. Total number of Managing Members: 3
  - o Member holdings 33.3% of all outstanding membership interests
-] Privately Held Corp./Company
  - o Corporate Officer: Yes__No__
  - o Shareholder holding____% of all outstanding ownership interests.
-] Publicly Traded Company
  - o Corporate Officer: Yes__No__
-] Other
  - o Other person exercising operational authority over the entity: _____

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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: Ocmulgee Brewpub Name of Corporation: 551 Ocmulgee, LLC

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

Individual:

Name and Title: Ryan Griffin Telephone Number: 478-808-5783

Date of Birth: [redacted]

Residential Street Address: 1107 Osglethorpe St, Macon 31201

Mailing Address: PO Box 5146 Macon GA 31208

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

-] Sole Proprietorship
-] General Partnership
  - o General Partner holding____% of all outstanding general partnership interests.
-] Limited Partnership (LP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
-] Limited Liability Partnership (LLP)
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  - o Member holdings 33.3% of all outstanding membership interests
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-] Publicly Traded Company
  - o Corporate Officer: Yes__No__
-] Other
  - o Other person exercising operational authority over the entity: _____

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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: Ocmulgee Brewpub Name of Corporation: 55 Ocmulgee, LLC

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

Individual:
Name and Title: Brian Adams Telephone Number: 478 361-9833
Date of Birth: [redacted]
Residential Street Address: [redacted]
Mailing Address: P.O. Box 142, Macon, GA 31202

Type of Entity and Business Interest:
Please check appropriate description and complete as required.

-] Sole Proprietorship
-] General Partnership
  - o General Partner holding ___% of all outstanding general partnership interests.
-] Limited Partnership (LP)
  - o General Partner holding ___% of all outstanding general partnership interests.
  - o Limited Partner holding ___% of all outstanding general partnership interests.
-] Limited Liability Partnership (LLP)
  - o General Partner holding ___% of all outstanding general partnership interests.
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  - o Managing Member, Total number of Managing Members: 3
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  - o Corporate Officer: Yes__ No__
  - o Shareholder holding ___% of all outstanding ownership interests.
-] Publicly Traded Company
  - o Corporate Officer: Yes__ No__
-] Other
  - o Other person exercising operational authority over the entity: _____

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Application Instructions

AH000011

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 : John

Last Name : Jones Jr

Home Address : 647 College St

City : Macon

State : GA

Zip : 31201

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Home Phone # : (478) 955-5664

Email : downtowngrill@gmail.com

Mailing Address : 647 College Street

City : Macon-Bibb County

State : GA

Zip : 31201

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:

A current Color (passport size) photograph of applicant.

passport:

IMG_1848.jpeg

S.A.V.E.

(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS

O.C.G.A. § 50-36-1 (e) (2) Affidavit

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Are you a U.S. citizen?

citizen : Yes

Certification

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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 : John Richard Jones, Jr

Date : 10/01/2024

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.1

For coursework completed on November 8, 2021

provided by Health Communications, Inc.

is hereby granted to:

John Jones

Certification to be sent to:

Downtown Grill, Brasserie Circa, Jag's Pizzeria and Pub, and Jim Shaw's
562 Mulberry Street Ln
Macon GA, 31201-2758 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.

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

John Jones Jr



AH000011

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Ryan Last Name: Griffin

Home Address: 1107 Oglethorpe City: Macon State: GA Zip: 31201

Home Phone #: 478 808 5733 Email: ryan@rdgventures.com

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

Mailing Address: Same City: Macon State: GA Zip: 31201

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

CERTIFICATION

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

Applicant's Signature — Date: 10/3/24

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

This 3rd day of October, 20 24

Rita Milford
NOTARY PUBLIC

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

3-21-25
MY COMMISSION EXPIRES

Rev. 7/2021

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

RYAN GRIFFIN

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-10-22

Serial No.

cert_b7hpkrmb

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Ryan Griffin



AH000031

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Brian Last Name: Adams

Home Address: 643 Orange St., D City: Macon State: GA Zip: 31201

Home Phone #: 478-361-9833 Email: Brian@BrianAdamsLaw.com

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

Mailing Address: P.O. Box 142 City: Macon State: GA Zip: 31202

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

CERTIFICATION

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

Applicant's Signature — Date: 10/3/24

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

This 3rd day of October, 20 24

Rita Milford
NOTARY PUBLIC

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

3-21-25
MY COMMISSION EXPIRES

Rev. 7/2021

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

BRIAN ADAMS

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-09

Serial No.

cert_6rpwk9vb

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Brian Adams



AH000470

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

COMMERCIAL LEASE AGREEMENT
(Single-Tenant Facilities)

GeorgiaREALTORS®

2023 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of 5/15/2023 between 551 Cherry, LLC, (hereinafter "Landlord") and 551 Ocmulgee, LLC, (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 484 2ND ST, MACON, Georgia 31201 TAXPIN/ID# Q074-0417 and as more particularly described in the Legal Description Paragraph below:

Legal Description. The legal description of the Property is attached as an exhibit hereto and incorporated herein.

1. **Term.** The initial term of this Lease shall be for 60.5 months beginning on the earlier of the completion of the work described in any attached Work letter or the date 5/15/2023 ("Commencement Date"), through and including the date of 5/31/2028.

2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.

3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of $7,500.00 Seven Thousand Five Hundred Dollars Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: P.O. Box 5146, Macon, GA 31208 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of $500.00 and, if applicable, a service charge for any returned check of $200.00. Landlord reserves the right 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. **Security Deposit to be Held by Landlord or Broker:** *[Check one. The section not marked shall not be a part of this Agreement.]*
      ☐ Landlord Holding Security Deposit:
      (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of $_____, _____ Dollars in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
      (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
      (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advise of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
         (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
         (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
         (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
         (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

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(4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☐ **Broker Holding Security Deposit:**

(1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") $_____, _____ Dollars in ☐ cash, ☐ money order and/or ☐ check.

(2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.

(3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement; Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

(1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.

(2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if: (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties; (b) All monies due under this Lease by Tenant have been paid; (c) Property is not damaged and is left in its original condition, normal wear and tear excepted; (d) All keys have been returned; and (e) Tenant is not in default under any of the terms of this Lease.

6. **Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected Property and that it is fit for its stated use. Tenant agrees that no representations regarding Property or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease. The following shall be kept in good working order and repair, normal wear and tear expected, by either the Landlord or Tenant as follows:
[Check all that apply. The sections not marked shall not be a part of this Agreement.]

	TENANT	LANDLORD		TENANT	LANDLORD
Heating system	☑	☐	Elevators	☑	☐
Plumbing system	☑	☐	Air conditioning system	☑	☐
Parking area	☑	☐	Electrical system/fixtures	☑	☐
Driveway	☑	☐	Exterior walkways	☑	☐
Building Exteriors	☑	☐	Interior hallways	☑	☐
Smoke detector	☑	☐	Lobby	☑	☐
Terrace/patio	☑	☐	Loading Area	☑	☐
Restrooms	☑	☐	Trash Facilities	☑	☐
Stairs	☑	☐	Landscaping	☑	☐
Exterior windows	☑	☐	Other_____	☑	☐
Security Alarm	☑	☐	Other_____	☑	☐

Any item not mentioned herein but existing on Property (other than furniture, fixtures and equipment of Tenant) shall be maintained by:
[Check one. The box not marked shall not be a part of this Agreement.] ☐ Landlord **OR** ☑ Tenant

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Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. **Services.** Landlord shall provide, at Landlord's expense the following services:
[Check all that apply. The sections not marked shall not be a part of this Agreement.]
- ☐ General cleaning and janitorial service of the interior of Property _____ times per week
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☐ Trash collection service _____ times per week
- ☐ Soap, paper towels, and toilet tissue for rest rooms _____ times per week
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☑ Other None

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

8. **Utilities.** The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows:
[Check all that apply. The sections not marked shall not be a part of this Agreement.]

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☑	☐	Sewer	☑	☐
Electricity	☑	☐	Natural Gas	☑	☐
Garbage	☑	☐	Cable Television	☑	☐
Telephone	☑	☐	Digital Subscriber Line	☑	☐
Other _____	☐	☐	Other _____	☐	☐

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

10. **Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. **Right of Access, Signage.**
A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied. Tenant shall pay Landlord the sum of $250.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

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12. **Use**. Property shall only be used for the purposes set out as follows: Brewpub

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

13. **Agency and Brokerage**.

A. **Agency Disclosure:** In this Agreement, 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. No Broker in this transaction shall owe any duty to Landlord or Tenant 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.;

1. **No Agency Relationship:** Landlord and Tenant acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker ☐ is **OR** ☑ is not representing Landlord;
3. **Leasing Broker:** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker ☐ is **OR** ☑ is not representing Tenant; and
4. **Dual Agency or Designated Agency:** If Landlord and Tenant are both being represented by the same Broker, a relationship of either ☐ designated agency **OR** ☐ dual agency shall exist.

a. **Dual Agency Disclosure:** *[Applicable only if dual agency has been selected above.]*
Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:
(1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
(2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
(3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
(4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. **Designated Agency Assignment:** *[Applicable only if the designated agency has been selected above.]*
Broker has assigned _____ to work exclusively with Tenant as Tenant's designated agent and _____ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: Ryan Griffin is an agent in GA but is not representing anyone in this transaction.
(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. **Brokerage:** The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of *[Check one. The section not marked shall not be a part of this Agreement]*:

☐ $_____ or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ $_____ or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

14. **Default**. If Tenant defaults under this Lease, Landlord shall have the right to pursue any or all of its remedies under Georgia Law. A default shall include, but not be limited to, the failure of Tenant to pay Landlord rent or reimburse Landlord for damages, repairs or costs when due, the abandonment of the Property by Tenant (which shall include the discontinuance of the use of the Property by Tenant) and the failure of Tenant to comply with any of the terms of the Lease including any rules and regulations. Landlord shall give Tenant a ten (10) day notice of and opportunity to cure any non-monetary breach of this Lease. All remedies hereunder shall be cumulative and not concurrent. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

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15. **Rules and Regulations.**
    A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of $200.00.
    B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
    C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
    D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.
    E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.
    F. Landlord shall provide heating and air conditioning to Property between n/a a.m. and n/a p.m., Monday to Friday (excluding public holidays); between n/a a.m. and n/a p.m., Saturday; and between n/a a.m. and n/a p. m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
    G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.
    H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

16. **Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

17. **Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

18. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible or any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

19. **Destruction of Property.**
    A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant 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 date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
    B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
    C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

20. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.

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21. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for:
[Check all that apply. The sections not marked shall not be a part of this Agreement.]

☑ **A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and 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 in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars Dollars ($1,000,000.00) 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.

☑ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover 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 shall coverage shall be in an amount equal to not less than 100 percent (%) of full replacement cost as updated from time to time during the term of the Lease. 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.

☑ **C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.

☑ **D. Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars Dollars ($1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

22. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property: *[Check one. The section not marked shall not be a part of Agreement.]*

☐ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.

☑ **B. Tenant Pays Increases in Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent the amount by which all property taxes on Property for each tax year exceed taxes on Property for the tax year _____. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within 90 (ninety) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant: (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

23. **Sale of Property to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of n/a percent (%) and Listing Broker a commission in the amount of _____ percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.

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24. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction there from for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

25. **Disclaimer.** 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 Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to 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; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant 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 acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

26. **Other Provisions.**
   - 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:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. 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. "Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property or any legal or equitable interest of Landlord in Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
   - 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 and Costs of Collection:** Whenever any sums 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 costs of collection.
   - F. **Indemnification:** Tenant agrees to indemnify and hold Landlord and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker 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 or Broker with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner'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. **No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.
   - H. **No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.
   - I. **Notices:**
     - (1) **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 Agreement 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.

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(2) **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).

(3) **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

J. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

27. **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.

28. **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.

29. **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:

☐ Exhibit "A" Legal Description

☐ Other _____.

☐ Other _____.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

Tenant shall pay taxes, insurance, and all other expenses related to this property.

☐ **Additional Special Stipulations (F246) are attached.**

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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** Ryan D. Griffin, member	1 **Landlord's Signature** 551 Cherry, LLC
551 Ocmulgee, LLC Print or Type Name	551 Cherry, LLC Print or Type Name
3/10/2023 Date	3/10/2023 Date
Tenant's E-mail Address	Landlord's E-mail Address
2 **Tenant's Signature**	2 **Landlord's Signature**
Print or Type Name	Print or Type Name
Date	Date
Tenant's E-mail Address	Landlord's E-mail Address
☐ **Additional Signature Page (F931) is attached.**	☐ **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 — Print or Type Name
258283 — 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 — MLS Office Code
79343 — Brokerage Firm License Number

Multiple Listing Number

Listing Broker/Affiliated Licensee Contact Information

Georgia Real Estate Advisors
Listing Broker

Ryan D. Griffin
Broker/Affiliated Licensee Signature

Ryan Griffin — Print or Type Name
258283 — 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

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Exhibit A – Legal Description of Property

RG
Tenant's Initials

SL
Landlord's Initials

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Agent Certification

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

Agent's Signature: _____ Date: 9/23/24

Business Name: Ocmulgee Brewpub

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

This 1st day of October, 2024

_____ 4/28/25

NOTARY PUBLIC MY COMMISSION EXPIRES

TERESA A MOLTON NOTARY PUBLIC BIBB COUNTY, GEORGIA

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: 9/23/24
(If different from Agent)

Title: Owner

Business Name: Ocmulgee Brewpub

I hereby certify that John Jones, Jr. (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 1st day of October, 2024

_____ 4/28/25

NOTARY PUBLIC MY COMMISSION EXPIRES

TERESA A MOLTON NOTARY PUBLIC BIBB COUNTY, GEORGIA

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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'sknowledge.

Agent's Signature: [signature] Date: 11/19/24

Business Name: Ocmulgee Brewpub

I hereby certify that Ryan Griffin (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 19th day of NOVEMBER, 2024.

rita milford
Notary Public

3/21/25
My Commission Expires

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

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: 11/19/24
(If different from Agent)

Title: Owner

Business Name: Ocmulgee Brewpub

I hereby certify that Ryan Griffin (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 19th day of November, 2024.

rita milford
Notary Public

3/21/25
My Commission Expires

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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'sknowledge.

Agent's Signature: _____ Date: 11/20/24

Business Name: 551 Ocmulgee LLC

I hereby certify that Brian P Adams (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 20th day of November, 2024.

TERESA A MOLTON NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

4/28/25
My Commission Expires

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: _____ Date: 11/20/24
(If different from Agent)

Title: Member

Business Name: 551 Ocmulgee, LLC

I hereby certify that Brian P Adams (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 20th day of November, 2024.

TERESA A MOLTON NOTARY PUBLIC BIBB COUNTY, GEORGIA

Notary Public

4/28/25
My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Ocmulgee Brewpub

Business Address: 484 Second St. Macon, GA 31201

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☑ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

9/23/24
Date

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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 schedulean 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.

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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: 551 Ocmulgee LLC Ocmulgee Brewbup

Business Address: 484 2nd St Macon Ga 31201

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

Code Enforcement Department Designee — Date: 12/03/2024

☐ **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: 12/5/24

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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
	John R. Jones, Jr.	9/23/24

Rev. 9/2020

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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
	Ryan Griffin	12/5/24

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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	Brian P. Adams Print Name	12/5/24 Date

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Alcohol License Questionnaire

Name of Business: Ocmulgee Brew Pub
Owner's Name: John R. Jones, Jr.
Address: 454 Second St.
Macon, GA 31201

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

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

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

Please circle one: Relation, see below No Relation

N/A

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

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

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

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

John R. Jones, Jr.
Printed Name of Person Completing Form

Signature of Person Completing Form

9/23/24
Date

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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: Dominique Brewpub

Business Address: 484 Second St. Macon, GA 31201

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

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

Applicant/Agent Signature

9/23/24
Date

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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 #

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: John Jones, Jr.
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Marshside Enterprises - 100% Jag's Pizzeria 33.3%
Piedmont Brewery & Kitchen 31% Miramar 25%
Brasserie Circa 33.3% Grits Cafe 33.3%
Jim Shaws 33.3%

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

John Jones, Jr.
Print and Sign Name

Sworn to and subscribed before me this
2nd day of June, 2023
Rita Milford
Notary Public
My commission expires: 3/21/25

RITA MILFORD
NOTARY PUBLIC
My Commission Expires
March 21, 2025
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Property owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Ryan Griffin Owner

2. Name of the subject of this Certificate, if different from the applicant:
Ocmulgee Brewpub aka 551 Ocmulgee, LLC

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

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

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

Circle - 33.3%. Ocmulgee Brewpub - 33.3%
Mirror - 25%. Kinjo - 25%.
Jim Shaw - 33.3%
Grits Cafe - 33.3%.

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

John R. Jones, Jr.
Print and Sign Name

Ryan Griffin

Sworn to and subscribed before me this
3rd day of October, 2024.

Rita Mulford
Notary Public
My commission expires: 3-21-25

RITA MILFORD
My Commission Expires
NOTARY PUBLIC
March 21, 2025
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Brian Adams Owner

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

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

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

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

Circa - 33.3%
Ocmulgee Brewpub 33.3%
Mirumar - 25%
Kinjo - 25%.
Jimshew's - 33.3%
Grits Cafe - 33.3%

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

Brian Adams
Print and Sign Name

Sworn to and subscribed before me this
3rd day of October, 2024

Rita Milford
Notary Public
My commission expires: 3-21-25

RITA MILFORD
NOTARY PUBLIC
My Commission Expires
March 21, 2025
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: John Jones Jr, Ryan Griffin, Brian Adams - No Prints Required

Business Name: 551 Ocmulgee LLC dba Ocmulgee Brewpub

Business Address: 484 2nd Street, Macon GA 31201

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

Granted DocuSigned by: 12/12/2024
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

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

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: 1000FA36-1979-4EC7-9D51-39BC98DCA1C7

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 12/13/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR AN AUDIT OF MACON-BIBB COUNTY TELECOMMUNICATION ACCOUNTS WITH S2K CONSULTING, INC., AT AN HOURLY RATE OF $120.00 PLUS 50% OF ALL FIRST-YEAR SAVINGS ON ANY DISCONNECTED, CORRECTED, OR IMPROVED RATES, TO BE PAID FROM THE I.T. DEPARTMENT BUDGET, SECURITY & INFRASTRUCTURE, CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM OR SUCH OTHER ACCOUNTS AS SAVINGS GENERATED THROUGH THE SERVICES MAY BE HELD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to conduct an audit of current telecommunications services and accounts, to determine where unnecessary redundancies and expenses may be reduced to improve efficiency within the Macon-Bibb County government and ensure good stewardship of public funds; and

WHEREAS, as the Information Technology ("I.T.") department staff are occupied with other ongoing critical projects, the Macon-Bibb County Commission finds it necessary to contract with an outside company to conduct an audit of the current telecommunications services and accounts; and

WHEREAS, S2K Consulting, Inc., ("S2K") is a Florida-based telecommunications auditing firm, with over forty years of experience assisting large organizations with detecting errors in billing, identifying unused or unnecessary services, rate plan negotiations, and systems audits of their telecommunications systems; and

WHEREAS, the telecommunications services analysis to be performed by s2K qualifies as professional services under the Macon-Bibb County Code of Ordinances § 19-1, with professional services being exempt from competitive bidding requirements; and

WHEREAS, I.T. agrees and approves of S2K to perform these services; and

WHEREAS, Procurement concurs with this award recommendation; 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 enter into a professional services agreement with S2K Consulting, Inc., to perform telecommunication audit services, at an hourly rate of ONE HUNDRED TWENTY DOLLARS AND 00/100 CENTS ($120.00), with S2K Consulting, Inc., to receive an additional fifty percent (50%) of any first-year savings generated through the performance of the telecommunications audit services, with such agreement to be in a substantially similar form to the attached Exhibit A, incorporated herein by reference and with associated costs to be paid from the I.T. budget, Security & Infrastructure, Contract Labor – Contractual Services line item, or any other accounts where savings generated through the performance of services under this agreement may be held.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Professional Services With S2K Consulting For Telecom Audit - IT - 12-10-24.Docx

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MACON-BIBB COUNTY, GEORGIA AND S2K CONSULTING, INC.

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and S2K Consulting, Inc., ("Contractor"), a Florida corporation, authorized to do business in the State of Georgia and having a principal office address of 1701 Westchester Avenue, Winter Park, Florida, 32789, collectively the "Parties."

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

1. Scope of Services

   Contractor shall commence, diligently pursue, and complete the telecommunications audit services for any and all telecommunications services currently contracted for by Macon-Bibb County (the "Services") as more fully identified in the attached Exhibit A – Scope of Work ("Exhibit A"), incorporated herein by reference. Contractor warrants that it, and its personnel, maintain and will continue to maintain any and all necessary licenses, permits, and professional qualifications and skills necessary to carry out the Services herein.

   All Services shall be performed in accordance with all Federal, State, and Local laws, regulations, and ordinances. Contractor warrants that it has or will obtain and will maintain any and all registrations, certifications, licenses, and permits necessary to provide the Services to the County. Contractor warrants that it and its principals, employees, agents, and any subcontractors hired or contracted with to complete with work described herein have the technical skills and training to complete the Services in a workman-like manner and in accordance with current industry standards, Contractor shall not be obligated to perform any services beyond those contemplated by this Agreement. Any changes to the Scope of Services shall be mutually agreed upon and made in writing, signed by both Parties hereto.

2. Compensation

   Contractor agrees to accept as compensation for the Services contemplated herein, an hourly rate of ONE HUNDRED TWENTY DOLLARS AND 00/100 CENTS ($120.00) per hour for up to 500 hours of authorized work and FIFTY PERCENT (50%) of any savings had by County as a result of Contractor's work during the first year of this Agreement. Contractor may invoice the savings amount once savings are reflected on the telecommunications billing amounts. Should additional hourly work be required or authorized, County shall be entitled to a FIVE DOLLAR AND 00/100 CENT ($5.00) rate reduction, to be applied retroactively beginning with the first hour billed.

   Contractor shall submit written invoices to County each month, providing a justification of all amounts billed. Payment of all amounts due is to be made upon presentation of an invoice and will be considered past due thirty (30) days from County's receipt of invoice.

County is tax exempt and cannot agree to pay State or Federal taxes. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services contemplated by the change order.

Pursuant to Ga. Const. Art. III, Sec. VI, Para VI., the County may not authorize extra compensation to any contractor after the contract for services has been entered into nor adjust compensation in relation in changes in overhead costs for contractors. Additional compensation may only be authorized by amendment or change order hereto for a change in the scope of the services provided hereunder. Contractor warrants that it considered all costs associated with the execution of the services in the calculation of its bid price.

Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties and shall be in full force and effect for an initial term to expire on June 30, 2025. This Agreement shall then automatically renew with no further action on the part of either party until date twelve-months after the original effective date of this Agreement. County may elect to extend this Agreement upon written notice to Contractor, for up to an additional four (4) twelve-month terms.

4. Termination

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

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

6. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor warrants

that all of Contractor's employees, agents, and contractors have all necessary skills, training, certifications, and expertise to complete the work in a professional and workmanlike manner.

7. Independent Contractor

Contractor is an independent Contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for, and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

8. Subcontracting and Assignment

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

9. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest

actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

10. Indemnification

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

11. Insurance

(a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(b) Contractor shall procure and maintain Worker's Compensation Insurance in an amount not less than that statutory minimum as established by the General Assembly of the State of Georgia. Contractor shall require any and all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker's Compensation coverage.

(c) Contractor agrees to procure and maintain General Commercial Liability Insurance (2001 ISO Occurrence Form or Equivalent) with minimum combined single limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, products and completed operations, explosion and/or collapse of building, and underground damage. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

(d) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

(e) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

(f) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance. Contractor shall be solely responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the above-described forms.

12. Confidential Information and Open Records

The Parties acknowledge that both Contractor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, Milliron v. Antonakakis, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Contractor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the County's possession.

Upon execution of this Amendment, Contractor shall designate in writing that one or more of its officers shall be the open records officer for Contractor in accordance with the Open

Records Act. In the event that Contractor receives a request for records under the Open Records Act, Contractor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Contractor shall provide County with copies of all records proposed for production prior to responding to such request. Contractor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Contractor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Contractor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Contractor's complete compliance with the provisions of this section shall be performed at no cost to County.

Contractor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Contractor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Contractor shall pay County the sum of $10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

13. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

14. Publicity

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

15. Confidentiality

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

16. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

17. Drug Free Workplace

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

18. Prohibition Against Employing Illegal Aliens

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

19. Acceptable Use of County Network.

Contractor shall not use, nor shall Contractor allow, permit, or suffer any employee, agent, or subcontractor thereof to use any county technology asset or secured or public network in a manner violative of acceptable use of the Macon-Bibb County Acceptable Use Policy. Such prohibited conduct, includes but is not limited to:

(a) Engaging in any activity intended to circumvent computer security controls, including attempts to access blocked websites or content, establishing Internet

or other external network connections that would allow unauthorized persons to gain access to the MBCG's communications systems.

(b) Contractor shall not access nor attempt to access any county-owned technology asset or secured network, unless expressly authorized in writing and such access is approved by the Macon-Bibb County Information Technology Department. Contractor shall not attempt to break passwords, uncover protected files, or to decode encrypted files. This includes creating, modifying, or executing programs designed to surreptitiously penetrate computer systems. Contractor shall not access any County-owned computer systems or network with the intent to gain access any internal information or otherwise read, browse, modify, copy, or delete files and directories without specific authorization. The use, introduction to, or dissemination of viruses, worms, Trojan horses, and other invasive software to, on, or from any Macon-Bibb County-owned technology asset or computer network is expressly forbidden.

(c) Creation or dissemination of content that is abusive, slanderous, or defamatory or which is offensive, harassing, vulgar, obscene or threatening. (Offensive and abusive material includes sexual comments or images, racial slurs, jokes, remarks, profane language, inappropriate gender-specific comments, or any comments that would offend someone on the basis of his or her age, race, sex, color, religion, national origin, handicap, disability, genetic information or veteran status or any other protected classification.)

(d) Accessing, creating, posting, viewing, transmitting or otherwise using pornographic or other sexually explicit material.

(e) Establishing Internet or other external network connections that would allow unauthorized persons to gain access to the MBCG's communications systems.

(f) Using any Macon-Bibb County owned or operated technology asset or network in a manner to promote, plan, execute, or engage in any fraudulent or criminal conduct.

(g) Creating, downloading, disseminating, using, viewing, or otherwise interacting with any non-licensed, pirated software in violation of the Digital Millenium Copyright Act (DMCA).

Macon-Bibb County reserves the right to amend the acceptable use policies and procedures as they apply to Contractors. Failure to accept or comply with the provisions of any acceptable use requirements may result in the Contractor being barred from network access, contract termination, or contract non-renewal.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier

service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County, Georgia
Attn: Mayor
P.O. Box 247
700 Poplar Street
Macon, Georgia 31202-0247

For Contractor:
S2K Consulting, Inc.
Attn: Sheryl Bellomo
1701 Westchester Avenue
Winter Park, Florida 32789

With Copy To:
Macon-Bibb County Attorney
P.O. Box 247
70o Poplar Street
Macon, Georgia 31202-0247

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

20. Force Majeure

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

21. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

MACON-BIBB COUNTY:

By: _____ _____
Lester M. Miller, Mayor Date

Attested: _____ _____
Janice S. Ross, Clerk of Commission Date

(SEAL)

S2K CONSULTING, INC:

By: _____ _____
Date
_____(Name/Title)

Attested: _____ _____
Date
_____(Name/Title)

(CORPORATE SEAL)

“EXHIBIT A”

This Agreement, dated the ___ day of _____, 20__ between S2K Consulting, Inc. and Macon-Bibb County sets forth the Terms and Conditions under which S2K Consulting, Inc. hereafter known as "S2K," shall furnish billing services to Macon-Bibb County hereafter known as "MBC."

SCOPE OF WORK

Client Name Macon-Bibb County

Project Telecom billing error detection and correction – identification of services billed, but not in use – rate plan negotiations – on-site phone inventory

Term The term of this agreement is 12 months from the date of signature and may be extended in writing by MBC.

Definitions

I. Savings: a reduction in the monthly recurring cost and/or negotiated credits
II. LEC: local exchange carrier

Scope of Services

I. Request appropriate records from the LEC with account information necessary for billing verification.
II. Review accounts, identify errors, issue disputes and negotiate credits with the LEC.
III. Identify any services which appear to not be in use. MBC will make the final determination as to whether the services need to be disconnected. In the event disconnects are approved, S2K will handle the service orders and negotiate any credits that may be available.
IV. Negotiate the best possible rates with the Carrier and make recommendations to MBC for approval.
V. Consolidate billing and issue DI Code changes requested by MBC.
VI. Conduct an on-site inventory by having a technician visit each customer identified location. A predetermined template will be used and may include an inventory of on-site phone devices with associated details, inventory of any peripherals (i.e. fax machines), inventory of voice specific network equipment, the needed quantity of users for each location, and any other other requested elements.

Fees for Services

I. MBC agrees to pay S2K 50% of all first-year savings on any services disconnected, billing errors corrected, and improved contract rates. S2K will invoice once the savings are reflected on the current billing.
II. MBC agrees to pay S2K $120 per hour for the on-site phone inventory, which includes administrative and on-site time spent. There are no minimum or maximum number of hours required. In the event the project exceeds 500 hours, a $5 per hour rate adjustment will be provided back to the first hour.
III. S2K will submit one invoice per month during the project.

MBC Agrees to Provide

I. Access to online Carrier billing portal
II. A signed copy of Carrier's Letter of Authorization
III. Any existing Carrier contracts or agreements
IV. A list of any existing disputes or pending disconnects

The signatories on behalf of MBC and S2K further represent and warrant that they have full right, power, and authority to act on behalf of MBC and S2K, respectively, in entering into and executing this Agreement.

MBC and S2K have approved and executed this Agreement as of the effective date set forth above.

S2K Consulting, Inc.	**Macon-Bibb County**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name & Title	Name & Title
_____	_____
Email Address	Email Address
_____	_____
Date Signed	Date Signed

Revised 10/02/18

Routing/File Form

Document Type: □ Contract □ Deed ☑ Ordinance □ Resolution □ Grant □ Other
(Check one of the above document types)

PURPOSE: AN ORDINANCE OF THE MACON BIBB COUNTY COMMISSION TO AMEND THE FY2024 GENERAL FUND BUDGET TO $252,430,623 IN TOTAL REVENUES AND $252,430,623 IN TOTAL EXPENDITURES AND OTHER YEAR END ADJUSTMENTS; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____
Contractor(s): _____

_____

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): _____

Automatic Renewals: _____ yes _____ no
Number of Renewals: _____ **Final Expiration Date:** _____

	Ordinance/Resolution		Contracts/Other	
Reviewed By:	**Initials**	**Month/Day/Year**	**Initials**	**Month/Day/Year**
Assistant County Att. I,II,III	_____	___/___/___	_____	___/___/___
Sr./ Ch./Cnty. Attorney	MJM	12/12/24	_____	___/___/___
Grant Administrator	_____	___/___/___	_____	___/___/___
Finance Director	_____	___/___/___	_____	___/___/___
County Manager	_____	___/___/___	_____	___/___/___
Mayor	_____	___/___/___	_____	___/___/___
Clerk of Commission	_____	___/___/___	_____	___/___/___

Commission Approval ___/___/___

Additional comments, instructions, etc.: _____

_____

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.

K:\Atty\TEMPLATES 2014\Template Routing Sheet, 10-02-18.doc

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON BIBB COUNTY COMMISSION TO AMEND THE FY2024 GENERAL FUND BUDGET TO $252,430,623 IN TOTAL REVENUES AND $252,430,623 IN TOTAL EXPENDITURES AND OTHER YEAR END ADJUSTMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission did by Ordinance No. O-23-0036 adopt the FY 2024 budget, said ordinance to become effective on July 1, 2023; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

WHEREAS, the FY 2024 amended budget differs from the FY 2024 actual budget, reflecting said variance; and

WHEREAS, said information is reflected in the FY 2024 Budget Amendment Summary hereto attached as Exhibit A, and incorporated herein by reference; and

WHEREAS, the Finance Officer recommends to the Macon-Bibb County Commission that the requested Budget Amendment be approved; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission approves a Budget Amendment to the FY 2024 General Fund Budget so as to reflect $252,430,623 in total revenues and $252,430,623 in total expenditures, in accordance with the budget amendment(s) attached hereto as Exhibit A, and incorporated herein by reference.

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.

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 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

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 8.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2024 Miller FY24 Year-End Budget True Up 12-12-24.Docx

EXHIBIT A

Accounting Transaction Form

Journal #
Effective Date 06/30/24
FY 2024

Line #	G/L Account	Increase	Decrease
1	100.311315 Motor Vehicle Title Ad Valorem	2,500,000.00	
2	100.311710 Franchise Taxes Electric	559,205.00	
3	100.313100 Local Option Sales Tax	2,500,000.00	
4	100.313110 Other Local Option Sales Tax	2,500,000.00	
5	100.1100.531300.001 - Food General		1,791.00
6	100.1100.579000 - Contingencies		1,711.00
7	100.1400.511100.001 - Salaries and Wages Full Time		124,000.00
8	100.1530.512000.007 - Employees Benefits Workers Compensation		10,521.00
9	100.1530.531600.001 - Small Equip & Improvemts General		11,153.00
10	100.1565.1020.511100.001 - Salaries and Wages Full Time		507,406.00
11	100.1565.1022.522200.017 - Repairs & Maint Pest Control		69,044.00
12	100.1595.523600.005 - Dues & Fees Municipal Dues		4,120.00
13	100.2200.511100.001 - Salaries and Wages Full Time		41,603.00
14	100.2201.511100.001 - Salaries and Wages Full Time		32,029.00
15	100.2400.523100.004 - Insurance Surety Bonds		3,697.00
16	100.2400.523500.001 - Travel Hotels/Food/Other		2,585.00
17	100.3500.3502.522200.003 - Repairs & Maint Vehicle-Labor		49,073.00
18	100.3500.3502.542300 - Furniture & Fixtures		7,824.00
19	100.3500.3504.531700.003 - Other Supplies Uniforms		40,159.00
20	100.3700.512000.005 - Employees Benefits Pension		16,376.00
21	100.7200.511100.001 - Salaries and Wages Full Time		92,875.00
22	100.7200.511300.001 - Salaries and Wages - Overtime OT		45,666.00
23	100.7200.512000.001 - Employees Benefits Health Insurance		30,336.00
24	100.7200.512000.002 - Employees Benefits Life Insurance		544.00
25	100.7200.512000.003 - Employees Benefits FICA		7,769.00
26	100.7200.512000.004 - Employees Benefits Medicare		2,460.00
27	100.7200.512000.005 - Employees Benefits Pension		27,985.00
28	100.7200.512000.007 - Employees Benefits Workers Compensation		15,619.00
29	100.1100.511100.003 - Salaries and Wages Part Time	2,365.00	
30	100.1100.521200.012 - Prof Services Audit Fee	14,666.00	
31	100.1400.523850.005 - Contract Labor Temporary Workers	124,000.00	
32	100.1530.521200.002 - Prof Services Outside Counsel	1,843,612.00	
33	100.1530.522200.035 - Repairs & Maint Subscriptions - SBITA	41,332.00	
34	100.1565.1022.531200.001 - Energy & Utilities Electricity	1,345,001.00	
35	100.1595.523600.030 - Dues & Fees Historic Hills & Heights	67,500.00	
36	100.2200.523500.001 - Travel Hotels/Food/Other	17,502.00	
37	100.2200.523700.001 - Education & Training Registration	12,587.00	
38	100.2200.523850.001 - Contract Labor Contractual Services	11,514.00	
39	100.2201.523500.001 - Travel Hotels/Food/Other	32,029.00	
40	100.2400.512000.001 - Employees Benefits Health Insurance	8,563.00	
41	100.3300.3320.522200.035 - Repairs & Maint Subscriptions - SBITA	283,487.00	
42	100.3500.3502.511300.001 - Salaries and Wages - Overtime OT	832,201.00	
43	100.3700.531100.001 - Operating Supplies General	16,376.00	
44	100.5400.572500.015 - Other Agencies-Health & Welfare Burial Services	17,700.00	
45	100.5500.571600.002 - Intergovt-Culture & Rec Book Mobile-Library	3,432.00	
46	100.7200.523850.001 - Contract Labor Contractual Services	281,683.00	
47	100.9001.611000.541 - Transfers Out Solid Waste Fund-City	2,450,000.00	
48	100.9001.611000.558 - Transfers Out Bowden Golf Course Fund	500,000.00	
49	100.9001.611000.790 - Transfers Out OPEB Trust Fund	1,300,001.00	
50	541.391000.100 - Transfers In General Fund	2,450,000.00	
51	541.503500 - Transfer Net Assets		2,450,000.00
52	558.391000.100 - Transfers In General Fund	500,000.00	
53	558.503500 - Transfer Net Assets		500,000.00

SPONSORED BY:

☑ **MAYOR LESTER M. MILLER**
☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**
☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**
☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**
☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**
☐ **COMMISSIONER BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON BIBB COUNTY COMMISSION TO AMEND THE FY2024 GENERAL FUND BUDGET TO $252,430,623 IN TOTAL REVENUES AND $252,430,623 IN TOTAL EXPENDITURES AND OTHER YEAR END ADJUSTMENTS; AND FOR OTHER LAWFUL PURPOSES.

COMMITTEE ACTION TAKEN AND DATE:

RECOMMEND: _____

_____
(Approved/Disapproved/Approved as Amended)

_____
Date

Referred to the Committee on _____

_____

Date: _____

APPROVED AS TO FORM BY COUNTY ATTORNEY

Michael J. McNeill
Chief Assistant County Attorney

REPORT

Rendered _____

and _____

VOTE

	Yes	No	Abstain	Absent
Wynn				
Bronson				
Lucas				
Jones				
Clark				
Wilder				
Howell				
Watkins				
Bailey				
Mayor Miller				
Total:				

Revised 10/02/18

Routing/File Form

Document Type: □ Contract □ Deed ☑ Ordinance □ Resolution □ Grant □ Other
(Check one of the above document types)

PURPOSE: AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE TRANSFER OF $57,767,233.00 FROM THE FUND BALANCES OF MULTIPLE FUNDS IN THE FY25 BUDGET TO ACCOUNT FOR OUTSTANDING PURCHASE ORDERS; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____
Contractor(s): _____

_____

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): _____

Automatic Renewals: _____ yes _____ no
Number of Renewals: _____ **Final Expiration Date:** _____

	Ordinance/Resolution		Contracts/Other	
Reviewed By:	**Initials**	**Month/Day/Year**	**Initials**	**Month/Day/Year**
Assistant County Att. I,II,III	____	___/___/___	____	___/___/___
Sr./ Ch./Cnty. Attorney	MJM	12/12/24	____	___/___/___
Grant Administrator	____	___/___/___	____	___/___/___
Finance Director	____	___/___/___	____	___/___/___
County Manager	____	___/___/___	____	___/___/___
Mayor	____	___/___/___	____	___/___/___
Clerk of Commission	____	___/___/___	____	___/___/___

Commission Approval ___/___/___

Additional comments, instructions, etc.: _____

_____

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.

K:\Atty\TEMPLATES 2014\Template Routing Sheet, 10-02-18.doc

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE TRANSFER OF $57,767,233.00 FROM THE FUND BALANCES OF MULTIPLE FUNDS IN THE FY25 BUDGET TO ACCOUNT FOR OUTSTANDING PURCHASE ORDERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission did by Ordinance No. O-24-0033 adopt the FY 2025 budget, said ordinance to become effective on July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission approves a supplemental appropriation for the transfer of fifty-seven million, seven hundred and sixty-seven thousand, two hundred and thirty-three dollars and zero cents ($57,767,233.00) from Fund Balances of multiple funds to multiple funds in the FY25 Budget to account for outstanding purchase orders in accordance with that Budget Amendment(s) attached hereto as Exhibit A and incorporated herein by reference.

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.

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 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

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 8.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2024 Miller FY25 Purchase Order Rollover Supplemental 12-12-24.Docx

EXHIBIT A

Macon Bibb County **Purchase Order Rollovers FY24 to FY25**	Encumbrances Rolled
100 General Fund	3,556,850
202 Drug Abuse Treatment & Ed Fund	10,202
205 Law Library Fund	859
209 District Atty RICO Forfeiture Fd	28,688
210 Confiscated Fund (Sheriff)	27,010
213 Commissary Fund	229,476
215 E - 911 Fund	348,598
230 American Rescue Plan Grant Fund	2,984,744
250 Sponsored Prog	12,623
252 Grants Fund	22,009,857
256 ECD-Emergency Solutions Grant	8,285
277 DFACS MIL Fund	2,527
310 Capital Improvements Fund	12,115,615
323 SPLOST 2018 Fund	9,733,337
350 Blight Elimination Rev Loan Fund	27,303
362 2014 TAD-2 Second St Projects	125,570
365 2015 MBCUDA Project Fund	174,905
541 Solid Waste Management Fund City	896,902
550 Airport Fund	4,624,266
555 Coliseum & Auditorium Fund	253,155
558 Bowden Golf Course Fund	269,582
559 Tobesofkee Recreation Area Fund	273,977
605 Workers Compensation Fund	11,500
606 Group Insurance Fund	2,912
607 Vehicle Maintenance Fund	38,490
	57,767,233

SPONSORED BY:

☐ MAYOR LESTER M. MILLER
☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER
☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.
☐ COMMISSIONER BRENDALYN BAILEY

COMMITTEE ACTION TAKEN AND DATE:

RECOMMEND: _____

_____
(Approved/Disapproved/Approved as Amended)

_____
Date

APPROVED AS TO FORM BY COUNTY ATTORNEY

Michael J. McNeill
Chief Assistant County Attorney

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE TRANSFER OF $57,767,233.00 FROM THE FUND BALANCES OF MULTIPLE FUNDS IN THE FY25 BUDGET TO ACCOUNT FOR OUTSTANDING PURCHASE ORDERS; AND FOR OTHER LAWFUL PURPOSES.

Referred to the Committee on _____

_____

Date: _____

REPORT

Rendered _____

and _____

VOTE

	Yes	No	Abstain	Absent
Wynn				
Bronson				
Lucas				
Jones				
Clark				
Wilder				
Howell				
Watkins				
Bailey				
Mayor Miller				
Total:				

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SALVATION ARMY, INC., GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV), IN THE AMOUNT OF $67,000.00, TO PROVIDE EMERGENCY SHELTER SERVICES TO PREVENT DISPLACEMENT OF INDIVIDUALS AND FAMILIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department of the Macon-Bibb County government and funded by a Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Salvation Army, Inc. has applied for Community Development Block Grant – Coronavirus ("CDBG-CV") funding, in the amount of $67,000.00, from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, the Salvation Army, Inc. intends to utilize CDBG-CV funds to provide emergency shelter services, including providing meals, mail and messaging services, case management, and application assistance to unhoused families and veterans; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG-CV activity and has selected Salvation Army, Inc. for award of these funds; and

WHEREAS, a copy of the grant agreement is attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Salvation Army, Inc. for the County to provide Community Development Block Grant - Coronavirus funding in the amount of SIXTY-SEVEN THOUSAND DOLLARS AND 00/100 CENTS ($67,000.00) for Salvation Army, Inc. to provide emergency shelter services, as provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor and the County Manager 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:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Salvation Army, Inc. For CDBG-CV Funds - $67,000.00 - 11-7-2024.Docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT

AND

THE SALVATION ARMY, INC
EMERGENCY SHELTER
1955 Broadway
Macon, GA 31206
Phone 678-896-3402

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS (PY2024)

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **The Salvation Army, a Georgia Corporation,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program". The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19**.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as the administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant-CV
Subrecipient Name:
The Salvation Army
UEI Number:
PM64HJH9LB43
Federal Award Identification Number:
B-20-MW-13-0005
Federal Award Date:
September 1, 2020
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$67,000.00
Project Description:
Provide services to prevent displacement of individuals and families and to provide emergency shelter for the unsheltered population.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic, and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SIXTY-SEVEN THOUSAND DOLLARS AND 00/100 CENTS ($67,000.00)** (hereinafter the "Grant") to implement the following project (s): "**THE SALVATION ARMY (Emergency Shelter)"** provide services to prevent displacement of individuals and families and to provide emergency shelter for the unsheltered population**.** Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee The Salvation Army, A Georgia Corporation
Attention: Sergeant Sarah Sturdivant, Corps Administrator
1955 Broadway
Macon, GA 31206
Phone: 478-746-8572
Facsimile: 478-283-9361

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations

under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making

final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free

competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended,

Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Date

MACON-BIBB COUNTY

_____
Lester M. Miller, Mayor

ATTEST:

_____
Witness

_____
Date

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Wanzina Jackson, Director

ATTEST:

_____
Witness

_____
Date

THE SALVATION ARMY, A Georgia Corp

_____
Salvation Army Representative

_____
Title (Position)

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Salvation Army, (Emergency Shelter) in Macon-Bibb County 2024 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The CDBG-CV grant will be utilized for the operations of the Emergency Shelter. The shelter addressed the needs of those who are homeless i.e., families, and veterans. The individuals receive case management with the development of individual service plans (ISP's) and goals to aid individuals return to a stable point with an emphasis of getting them into permanent housing using the Housing First model. The individuals also receive 3 meals each day, 2 snacks, mail and messaging services, toiletries and linens, case management, SNAP application assistance, computer access for job search, housing search, educational classes, social events, support groups and spiritual meetings while being sheltered.

The Salvation Army will aid individuals entering the emergency shelter by utilizing the grant funds to prevent, prepare for, and respond to COVID-19. The Salvation Army will do such by providing a clean place of shelter to prevent the spread of COVID-19, providing effective hand hygiene products, masks, PPE, and disinfecting supplies. The Salvation Army will supply testing instruments to respond to those individuals with signs or symptoms of COVID-19.

IMPLEMENTATION PLANS
The Emergency Shelter provides shelter to families and veterans. The staff will complete an intake, enter clients into HMIS and process clients into our emergency shelter. The case manager will provide case management with the development of individual service plans (ISPs) to include goals and objectives. The ISP will aid the clients to return to a state of stability/normality. The Salvation Army will utilize the Housing First model. The clients will receive supportive services as listed above. In addition to the supportive services, educational classes, social events, and support groups will be offered. This project will employ two full-time staff and eight part-time staff, as well as a data entry clerk who will be responsible for ensuring all data is entered into the HMIS system.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The case workers and the supportive staff will be involved in the administration of the CDBG-CV grant. The case manager will provide case management with the development of individual service plans (ISPs) to include goals and objectives and referrals. The ISP will aid the clients to return to a state of stability/normality and the housing monitors will be the support staff to assist clients with follow up on their ISP. The data entry clerk will ensure all clients are entered into HMIS. The cooks will be responsible to ensure the clients have nutritious meals while participating in the program.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Case Management	7 Individuals	July 1, 2024-June 30, 2024	Case Manager will meet with clients to develop an individual service plan. 100% of clients will develop an ISP who do not relocate within 72 hours.
2) Shelter Services - Streamlined Benefits Services	7 Individuals	July 1, 2024-June 30, 2024	Case Manager will meet with clients to develop an individual service plan. 100% of clients will develop an ISP who do not relocate within 72 hours.
3) Employment-Case Management	7 Individuals	July 1, 2024-June 30, 2024	45% of clients will obtain employment within 90 days of entering the shelter.
4) Housing Case Management	7 Individuals	July 1, 2024-June 30, 2024	45% of clients will obtain employment within 90 days of entering the shelter.
Proposed to Serve			84 Individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing before any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with

the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the

Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized under this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

Line-Item	Amount
Mattress/Bed Linens/Towels/Blankets	$24,000.00
Food	$20,000.00
Salaries	$20,000.00
-Case Worker ($17.50/hr.)	
-HMIS/Receptionist ($16.65/hr.)	
-Lead Housing Monitor ($13.70/hr.)	
- Lead Cook ($13.64/hr.)	
-Housing Monitor ($11.17/hr.)	
-Cook Assistant $10.25/hr.)	
Kitchen Supplies	$ 1,000.00
Personal Protective Equipment (PPE)	$ 1,000.00
Cleaning Supplies	$ 1,000.00
TOTAL	**$67,000.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$67,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant-CV Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL VICTIMS OF CRIME ACT ("VOCA") CONTINUATION AWARD ALLOCATION FOR FEDERAL FISCAL YEAR 2025 IN A TOTAL AMOUNT OF $86,109.00, WITH LOCAL MATCH FUND REQUIREMENTS HAVING BEEN WAIVED FOR THIS GRANT CYCLE, TO THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY'S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Prosecuting Attorney's Council of the State of Georgia has received a subgrant from the Georgia Criminal Justice Coordinating Council from the Federal Fiscal Year 2025 Victims of Crime Act ("VOCA") funding; and

WHEREAS, the VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime; and

WHEREAS, the Macon Judicial Circuit District Attorney's Office has applied for a VOCA Continuation Award and has been awarded a subgrant for the 2025 Federal Fiscal Year in a total amount of $86,109.00, to fund personnel costs; and

WHEREAS, the local match requirement for this allocation has been waived for the 2025 Federal Fiscal Year; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon Judicial Circuit District Attorney's Office; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to accept the aforementioned VOCA Continuation Award for the 2025 Federal Fiscal Year, in a total amount of EIGHTY-SIX THOUSAND ONE HUNDRED NINE DOLLARS AND 00/100 CENTS ($86,109.00), with local match fund requirements having been waived for this grant cycle, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED 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:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Accepting VOCA VWAP Grant - District Attorney $93,350 - 11-22-2024.Docx

EXHIBIT A

PAC Prosecuting Attorneys' Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

WILLIAM A. FINCH
Solicitor-General
Forsyth County

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

December 2, 2024

Re: Federal Fiscal Year 2025 VOCA Allocation - October 1, 2024 through September 30, 2025

Dear Macon Judicial Circuit:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2025 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: **Macon-Bibb**
Implementing Prosecuting Attorney: **District Attorney Anita Howard**
Grant Period: **October 1, 2024 through September 30, 2025**

Allocation 1
VOCA Federal Funds: **$86,109**
VOCA Waived Match Funds: **$21,527**
CJCC Sub-Grant Number: **C23-8-249**
Federal Grant Number: **TBD**
CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2025.** If you have any questions, please contact Sarai Leonides-Medina at sleonides@pacga.org or (770) 282-6290.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2024-2025

The following items *must* be submitted with the **Allocation Package** before any funds are disbursed by PAC. All forms should be returned no later than **January 31, 2025** via e-mail to Sarai Leonides (sleonides@pacga.org). **Only** ***MOAs containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides Medina, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.***

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet(s)** Budgets have already been submitted as of October 18, 2024. Submit with an SAR form only if changes have occurred since the original submission.

Forms and Special Conditions

- ☐ **Special Conditions** (Signed by both County Commission and DA/SG, initialed by Project Director)
  Please note that PAC may use different deadlines than those set forth in the Special Conditions in order to facilitate statewide reporting. Please adhere to deadlines as provided by PAC.
- ☐ **Designation of Grant Officials Form**
  Per CJCC guidance, the Authorized Official MUST be your County Commission Chair. This person may submit a letter designating a signing authority—see below—to sign all future submissions
- ☐ **Email Contacts**
  PAC communicates all VOCA-related matters via email. Please provide a list of names, titles and email addresses for any personnel who should be copied on VOCA-related correspondence from PAC. This list should be updated if changes occur during the year
- ☐ **Reimbursement Information Form** (Signed by County Commission)
- ☐ **Vendor Management Bank Account Form**
  PAC requires that VOCA reimbursements be paid by ACH. ***Complete this form only if your account information has changed.***
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications**
- ☐ **Disclosure of Lobbying Form** (Signed by County Commission)
- ☐ **Standard Assurances Form** (Signed by County Commission)
- ☐ **Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements** (Signed by County Commission)
- ☐ **Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction** (Signed by County Commission)
- ☐ **Audit Requirements Form**
- ☐ **Civil Rights Requirements Form**
- ☐ **Suitability for Covered Individuals Who May Interact with Participating Minors Form** (ensure you're determining suitability for each VOCA funded employee within 6 months of hire and every 5 years thereafter)
- ☐ **Board of Commissioners Approving FFY24 VOCA Grant Funds** (send copy of minutes)

Signature Authorization Letter

- ☐ **Signature Authorization Letter**
  Your Authorized Official may designate signing authority to another party or parties for future submission of forms and documents pertaining to this subgrant allocation. To do so, your Authorized Official should submit a letter on official Agency letterhead and reference the subgrant award number

EEOP

☐ EEOP Certification Form and/or EEO Utilization Report

The Federal Government has changed the process for preparing EEOP Certification Forms and EEO Utilization Reports. The forms and reports are no longer stored in the Federal Portal; however, they can be completed online. Note that **ALL** offices must complete the EEOP Certification Form. Offices must complete the EEO Utilization Report and are only exempt from this report if they receive a single award of less than $25K OR they have less than 50 employees (per CJCC, employees must be counted from the perspective of the county signing off to receive the funds).

Please visit the EEOP Report Builder for sub-recipients at https://www.ojp.gov/program/civil-rights-office/data-tools to complete EEOP Certification Forms and build EEO Utilization Reports. Under "Data Tools" click the "Equal Employment Opportunity Plans/Report Builder" link. From there, you will be able to obtain a Tracking Number that allows you to work on forms and reports. Tracking numbers expire after several weeks, so before entering data into your EEO Utilization Report, you'll want to make sure you have all of the information you need to complete the report. Please also note that the Certification Form must be completed first in order for the EEO Utilization Report link to become active. The online portal provides step-by-step directions for completing the EEO Utilization Report and functions identically to the portal that was used in the past. Once Certification Forms and EEO Utilization Reports are complete, you will be able to download them from the website.

Certification Forms and Utilization Reports should be sent to PAC. They should also be retained in your site visit file as they will be reviewed during site visits. EEO Utilization Reports are valid for two years as of the date on the cover of the report when prepared using EEOP Report Builder tool. **Certification Forms and current EEOP Utilization Reports should be submitted with activation documents by January 31, 2025; however, if you must prepare a new EEOP Utilization Report please be sure to send it to PAC no later than April 15, 2025.**

Failure to prepare the EEOP Certification Form or EEO Utilization Report will result in a finding during a site visit. Repeat findings for incomplete EEOP documentation can result in VOCA funding being reduced or eliminated.

For more details on EEOP, visit the FAQ page: https://www.ojp.gov/program/civil-rights/eeop/faqs.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1: CJCC Grant No: C23-8-249

A. Base Federal Funds: $_____
B. Matching Funds (waived for all offices): $_____

Initial Grant Period: October 1, 2024 to September 30, 2025

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."

2. Period of Agreement: This agreement shall be effective on October 1, 2024 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.

3. Purpose of this Memorandum of Agreement.

   (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

(b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.

(c) The CFDA number for this grant program is 16.575.

(d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

(a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.

(b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

(a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.

(b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")

(c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

(1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;

(2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.

(d) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).

6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.

7. Matching Funds Requirement:

(a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.

(b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.

(c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.

(d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at $15 per hour. There is no minimum volunteer hour requirement.

8. Use of Volunteers:

(a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.

9. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

(a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports

(VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: **January 15, 2025**
Quarter 2	January 1 – March 31, 2025	Due: **April 15, 2025**
Quarter 3	April 1 – June 30, 2025	Due: **July 15, 2025**
Quarter 4	July 1 – September 30, 2025	Due: **October 15, 2025**

(b) Outcome Performance Measurement Surveys (Annual).

(1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2024 -Sept. 30, 2025	Due: **October 30, 2025**

(2) NOTE: OPM Survey data is directly pulled by CJCC via the iMPRoVE Platform.

10. Financial Reporting Requirements:

(a) The County will submit budget worksheet(s) to PACGA no later than October 18, 2024. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: **January 15, 2025**
Quarter 2	January 1 – March 31, 2025	Due: **April 15, 2025**
Quarter 3	April 1 – June 30, 2025	Due: **July 15, 2025**
Quarter 4	July 1 – September 30, 2025	Due: **October 15, 2025**

(c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.

(d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

(1) The point of contact information;
(2) Request to modify budget within currently approved categories;
(3) Request for a no-cost extension;
(4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

(e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.

11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.

12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.

13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.

14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.

15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.

16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

17. Termination:

(a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:

(1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.

(2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

(3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.

(b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:

(1) County violates or fails to comply with any applicable provision of federal or state law or regulation.

(2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.

(3) County has exhibited an inability to meet its financial or services obligations under this agreement.

(4) An assignment is made by the County for the benefit of creditors.

(5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.

(c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

(a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.

(b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.

(c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at: https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources

(d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.

(e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: https://ojp.gov/financialguide/index.htm

(f) The County and Prosecuting Attorney hereby assure and certify that it:

(1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;

(2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;

(3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title

IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.

20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.

21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

_____

Signature Date signed by Prosecuting Attorney

_____

Printed Name

The Honorable
District Attorney, _____ Judicial Circuit
Solicitor-General, _____County

COUNTY EXECUTION:

_____

Signature Date signed by County

_____

Printed Name

_____

Title
Official for _____ County

PACGA EXECUTION:

_____

Signature Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Sarai Leonides
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
(770) 282-6300
Email: sleonides@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

_____

Attention:_____

_____

_____

Telephone No.: _____

Email: _____

3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

_____

Attention: _____

_____

_____

Telephone No.: _____

Email: _____

EXHIBIT B
PACGA Policy 11.2

Prosecuting Attorneys' Council of Georgia

Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	**Victim Services**	**Victims of Crimes Act - Funding Conditions**

1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

2. Authority.

(a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112. (b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

3. Scope.

(a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.

(b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

4. Definitions.

(a) "CJCC" means the Criminal Justice Coordinating Council.
(b) "Funded office" means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
(c) "OJP" means the Office of Justice Programs of the United States Department of Justice.
(d) "VOCA" means the Victims of Crime Act, 42 U.S.C. Chapter 112.
(e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.

5. **Role of the Council.**

(a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.

(b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.

(a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.

(b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.

(c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program set forth in 28 CFR 94 Subpart B and available at: http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm

(d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.

(e) Each funded office agrees to obtain and maintain a Data Universal Numbering System

(DUNS) number and to provide that number to the Council.

(f) Each funded office agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM).

(g) Each funded office agrees to adhere to the provisions set forth in all executed Memoranda of Agreement and in the Special Conditions issued by CJCC or PAC.

7. Delivery of Services to Victims.

(a) No cost for Services. Funded offices must provide services to crime victims at no charge.

(b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to, providing the following core services:

(1) Educating victims about their role in the criminal justice process.

(2) Stabilizing Lives:

(A) Funded offices shall:

(i) Coordinate crime scene clean-up services;

(ii) Provide information and assistance with the return of stolen/damaged property;

(iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;

(iv) Provide assistance with information, application, and document

collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;

(v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and

(vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.

(B) Funded offices may:

(i) Assist victims requesting assistance in working with bill collectors/ creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and

(ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs. Funded offices shall:

(i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);

(ii) Assist with death and serious injury notifications for families of victims;

(iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;

(iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;

(v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;

(vi) Provide personnel availability during interviews to help victims feel more comfortable;

(vii) Provide emotional support to victims and their families throughout the judicial process;

(viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and

(ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs. Funded offices shall:

(i) Assist victims with safety planning;

(ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;

(iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection;

(iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety,

etc.);

(v) Provide information and advocacy regarding Temporary Protective Orders;

(vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and

(vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

(i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;

(ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;

(iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);

(iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;

(v) Assist victims with warrant application processes and attend pre-warrant court hearings;

(vi) Serve as liaison between victims, investigators, prosecutors and court personnel;

(vii) Provide assistance to investigators and prosecutors for initial and ongoing

contact with victims (e.g., interviews and scheduling of interviews);

(viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;

(ix) Provide courtroom orientation and pre-trial preparation to testifying victims;

(x) Escort victims to court and related hearings;

(xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;

(xii) Attend hearings with victims or on behalf of victims when their presence is not required;

(xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

(i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);

(ii) Represent the office on various victims' service bodies including; child fatality review, domestic violence fatality review, elder abuse task force,

domestic violence task force, various multi-disciplinary teams, etc.;

(iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and

(iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

(B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance: Funded offices shall:

(i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;

(ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;

(iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);

(iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).

(8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.

(c) Limited English Proficient Victims.

(1) Funded offices will provide services and literature in Spanish and other languages.

(2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).

(3) In addition, funded offices that provide hotline services will provide PACGA documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its

TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

(4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, http://ada.georgia.gov. You may also contact CJCC for technical assistance with questions or concerns.

(d) Equal Opportunity.

(1) Funded offices shall provide services to all victims without regard to the victim's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. Any person who believes that they have been discriminated against based on his or race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information has the right to file a civil rights complaint with the Office of Justice Programs.

(2) Each funded office shall display the following statement in a prominent location where it will be visible to staff and visitors to the office and include it in any publications provided to members of the public:

The Victim Witness Assistance Program does not discriminate against individuals or groups on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website. http://www.ojp.gov/about/ocr/complaint.htm

(e) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

(f) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

(g) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

8. Use of Volunteers.

(a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

(b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CJCC.

(c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.

(d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.

(e) Funded offices will satisfy 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is $12.00 per hour. Higher rates must be pre-approved by CJCC. Any request for deviation from this requirement must be submitted in writing to CJCC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

9. Non-Discrimination in Service Provision.

(a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:

(1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;

(2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. §794;

(3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);

(4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;

(5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);

(6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,

(7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. Part 38 (prohibits discrimination based on religious affiliation during service delivery).

(b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.

10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

(a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.

(b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report to CJCC detailing the receipt and expenditure of 5% funds by January 15 or other deadline established by CJCC of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.

11. Other Required Certifications.

(a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).

(b) Funded offices must complete and submit OJP Form 4061/6 entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" to the Council with the memorandum of agreement.

12. Political Activity.

(a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

(b) If any changes occur in the funded office's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP.

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the grant application submitted by PACGA, and an EEOP certification form be submitted directly to the Federal Government. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

14. Training of Personnel.

(a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, PACGA or any other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.

(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:

(1) Crisis intervention;

(2) Accompaniment to hospitals for medical examinations;

(3) Hotline counseling;

(4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and

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(5) Other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

(b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

(c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.

(1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.

(2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.

(d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate

in the criminal justice system and local travel expenses for service providers.

(e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.

(f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

16. Other Allowable Costs and Services.

(a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.

(c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.

(d) Items not used exclusively for direct victim services should be pro-rated to include only the portion of the item used for direct service to victims.

(e) The following list provides examples of such items:

(1) Skills training for staff -

(A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training,

(B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules. Reimbursement rates must follow local or State rates, whichever is lowest.

(C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.

(f) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.

(g) Supplies and Furniture.

(1) VOCA funds may be used to purchase furniture and supplies that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.

(2) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim-related service.

(3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.

(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;

(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.

(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

(l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:
(1) That the building is owned by a state or local government and not rented or leased;

(2) All other sources of funding have been exhausted;

(3) There is no available option for providing the service in another location;

(4) That the cost of the repair or replacement is reasonable considering the value of the building; and

(5) The cost of the repair or replacement is pro-rated among all sources of income.

(m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

17. Motor Vehicle Operations.

(a) Seat Belt Use. Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and sub-recipients when operating government-owned, rented, or personally owned vehicles.

(b) Text Messaging While Driving. Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f). All funded offices must have a written text messaging while driving policy.

18. Reporting Fraud or Criminal Activity Involving Grant Funds.

(a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

(b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
e-mail: oig.hotline@usdoj.gov
hotline: (contact information in English and Spanish) (800) 869-4499 hotline fax: (202) 616-9881

(c) Additional information is available from the DOJ OIG website at:

http://www.justice.gov/oig/hotline/

19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.

(a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

(b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

20. Compliance with Federal Uniform Guidance andAudit Requirements.

(a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800. Funded offices further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from C.F.R. Part 200 (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.

(b) The Catalog of Federal Domestic Assistance (CFDA) number for this grant program is 16.575

21. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

22. Records & Reports; Use of TRACKER.

(a) As used in this section:

(1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on- line computer case management system operated by the Council;

(2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.

(b) Funded offices shall utilize TRACKER to document the number of new and existing

victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.

(1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.

(2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.

(3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.

(c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.

(1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.

(2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.

(d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any

contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.

24. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

(a) New construction

(b) Minor renovation or remodeling of a property that is either:

(1) Listed on or eligible for listing on the National Register of Historic Places; or

(2) Located within a 100-year flood plain.

(c) A renovation, lease, or other proposed use of a building or facility that will either:

(1) Result in a change in its basic prior use; or

(2) Significantly change its size.

(d) Implementation of a new program involving the use of chemicals other than those:

(1) Purchased as an incidental component of a funded office; or

(2) Traditionally used, for example, in office, household, recreational or educational environments.

FY23 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C23-8-249

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to Office of Justice Programs (OJP) subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm

   Initials _____

2. Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years, or until any state and/or federal initiated audit exceptions have been cleared, whichever is later, from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee must provide access to, 1) Subgrant award agreement, special conditions and any attachment; 2) any written agreements between subgrantee and consultant/subgrantees; 3) Program files and supporting documents related to this subgrant award agreement; 4) statistical records; 5) administrative operations and accounting/financial records related to this subgrant award agreement; and 6) other pertinent records indicated at 2 C.F.R. 200.333. Said records are subject to audit by the State of Georgia. Records must be adequately protected against fire, loss, theft, or damage.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP or CJCC that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact CJCC promptly for clarification.

   Initials _____

3. Federal laws prohibit grantees and subgrantees of financial assistance from

discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials _____

4. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP) to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here. Reasonable steps may include the provision of language assistance services, such as oral language assistance or written translation. For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at https://www.lep.gov.

   Subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers, and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet- based relay services and/or TTY answering procedures.

   Initials _____

5. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, CJCC selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

   Initials _____

6. Federal grant program requirements, the subgrantee must comply with the following EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application

requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

If the subgrantee has less than 50 employees, receives an award of less than $25,000, or is a nonprofit organization, medical institution, educational institution, or Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, the subgrantee must complete and submit Section A of the Certification Form, which is available online at https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

If the subgrantee is a government agency or private business, receives an award of at least
$25,000 but less than $500,000 and has 50 or more employees (counting both full- and part- time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at
https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

If the subgrantee is a government agency or private business, receives an award for $500,000 or more, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to OCR for review within 60 days from the date of this award. For assistance in developing a Utilization Report, please consult OCR's website at https://www.ojp.gov/about/offices/ocr.htm. In addition, the subgrantee must complete Section C of the Certification Form and return it to OCR. The Certification Form is available at
https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOsubmisson@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), approved by OCR, is a violation of its Certified Assurances and may result in either (1) suspension of funding until such time as the subgrantee is in compliance or (2) termination of the award. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials _____

7. Subgrantee agencies are required to clearly post a non-discrimination policy in accordance with the special conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination against the subgrantee agency.

   If a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability, then the subgrantee must submit a copy of the findings to CJCC and to OCR for review (28 C.F.R. §§ 42.205(5) or 31.202(5)).

   Initials _____

8. Pursuant to A.G. Order No. 2353-2001 and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for said services based on the clients' income may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613). Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

   Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613; O.C.G.A §17-5-100(f))).

   Initials _____

9. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm

   Initials _____

10. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm including any updated version that may be posted during the period of performance.

    Initials _____

11. The subgrantee agrees to comply with the conditions of the Victims of Crime Act (VOCA) of 1984 sections 1404(a)(2), (b)(1), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94.101(d)), asrequired.

    Initials _____

12. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award) or other outstanding issues that arise in connection with audits, investigations, or reviews of other awards. The CFDA number for this grant program is 16.575.

    Initials _____

13. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and

    agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government without the express prior written approval of OJP.

    Initials _____

14. The subgrantee may not use federal funds awarded to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18
    U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

    Another federal law generally prohibits federal funds from being to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a

federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, contact CJCC for guidance.

Initials _____

15. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, trainings, and other events; including the provision of food and/or beverages at such events, and costs of attendance at such events.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

    Initials _____

16. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

    Initials _____

17. Subgrantees may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

    The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive

compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
    a. it represents that—
        i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by that agency.

Initials _____

18. The subgrantee understands that the maximum consultant/contractor rate is

$650.00 per eight- hour day ($81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

Initials _____

19. Any training or training materials that the subgrantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

    Initials _____

20. The subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by victims receiving assistance.

    Initials _____

21. The subgrantee agrees that if it currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance, the subgrantee must promptly determine whether funds from any part of those award funds have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are being provided under this award. If so, the subgrantee will promptly notify the CJCC grant specialist for this award in writing of the potential duplication. In addition, if requested by CJCC, the subgrantee will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

    Initials _____

22. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) and Georgia Code § 40-6-241.2, writing, sending, or reading text-based communication while operating motor vehicle is prohibited. Subgrantees must establish workplace safety policies, adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

    Initials _____

23. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace

funds appropriated for the same purpose. Potential supplanting will be the subject of application review as well as pre- award review, post-award monitoring, and audit. If there is a potential presence of supplanting the subgrantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials _____

24. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

    Office of the Inspector General
    U.S. Department of Justice,
    Investigations Division
    ATTN: Grantee Reporting
    950 Pennsylvania Avenue, N.W.,
    Washington, DC 20530

    DOJ OIG hotline fax: (202) 616- 9881 – DOJ OIG Investigations Division (Attn: Grantee Reporting)
    OIG webpage: https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online")

    Additional information is available from the DOJ OIG website athttps://oig.justice.gov/hotline.

    Initials _____

25. The subgrantee understands and agrees that (1) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (2) Nothing in the previous subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

    Initials _____

26. Subgrantee agencies agree to comply with the core services and/or state approved standards applicable to their agency type as outlined in the Request for Applications and the application submitted for the applicable award. Subgrantee agencies are

responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials _____

27. Subgrantees providing forensic medical exams should respond based on the following best practice guidance:

    1. Delayed reporting pediatric medical exams: Prioritize children who disclose sexual abuse or are suspected of being sexually abused. Timely medical care and treatment for child sexual abuse victims is crucial, regardless of the potential availability of forensic evidence on the child's body or clothing. Ensure that the child is examined, a medical history is taken, related treatment is provided, and examination findings are documented (in accordance with national protocols, state standards, and SART/MDT protocols).
    2. Acute pediatric medical exams. Promptly gather forensic samples, as the likelihood of obtaining viable specimens diminishes over time. Collect forensic samples within the prescribed jurisdictional time frame (in accordance with national protocols, state standards, and SART/MDT protocols).
    3. Reported adult or acute adolescent exams. Sexual assault exams should be treated as emergency cases, with a nominal response time. Cases should not be delayed as this may result in the loss of critical evidence and inflict additional trauma on survivors of sexual assault (in accordance with national protocols, state standards, and SART/MDT protocols adolescents).
    4. Unreported adult or acute adolescent exams: See number 3 above.

    Initials _____

28. The subgrantee agrees to comply with CJCC's Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

    Initials _____

29. The subgrantee agrees to have a non-discrimination and grievance policy listed for employees and program participants. The grievance policy will outline a procedure in which clients may formally challenge the availability, timeliness, or quality of program services. CJCC contact information should be include as a part of that policy.

    Initials _____

30. The subgrantee agrees to obtain prior approval from CJCC to earn or use program income for any VOCA-funded program/project.

Initials _____

31. All nonprofit organizations shall comply fully with the requirements set forth in O.C.G.A. § 50-20- 1, et seq. and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

    Initials _____

32. All non-profit subgrantees under this award must certify their non-profit status by submitting a statement to CJCC affirmatively asserting that the subgrantee is a non-profit organization and indicating that it has on file, and available upon audit, either a 1) copy of the subgrantee's 501(c)(3) designation letter, 2) letter from the state's taxing body or attorney general stating that the subgrantee is a non-profit organization operating within the state, or 3) copy of the subgrantee's state certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3) and a statement by the state or national parent organization indicating that the subgrantee is a local non-profit affiliate.

    Initials _____

33. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

    Initials _____

34. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

    Initials _____

35. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the

Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials _____

36. Subgrantee agrees that if a victim is not in their jurisdiction or service area the agency will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access services immediately, if needed, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner. If no services exist in that area or victim requests specific services from subgrantee, the subgrantee agrees to serve the victim.

    Initials _____

37. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

    Initials _____

38. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the state standards, Request for Applications, and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation (additional online training resources are available at https://www.ovcttac.gov).

    Initials _____

39. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

    Initials _____

40. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has

been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____ ***(SAR #1 not required for PAC-funded offices)***

41. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

    Initials _____

42. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports (SER) are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

    Initials _____ ***(quarterly basis for PAC-funded offices)***

43. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

    A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

    Initials _____

44. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: *"This project is supported by federal award no. 15POVC-23-GG-00435-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."*

    Initials _____

45. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

    a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

    b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

    Initials _____

46. If any changes occur in the subgrantee's eligibility status regarding debarment, a

revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

Initials _____

47. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY23 grant period.

Initials _____

48. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY23 grant period.

Initials _____

49. The subgrantee certifies that 1) equipment and/or supplies purchased with funds under this award shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia. Vehicles purchased with federal funds must only be used for approved service delivery including client transport or to provide other client services.

Initials _____

50. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials _____

51. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with understanding and completing application forms and procedures, obtaining necessary documentation, checking on their claim status, and/or following up with the Board of Appeals, as applicable.

Initials _____

52. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists.

(O.C.G.A. § 43-10A-1, et seq.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et seq.).

Initials _____

53. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

Initials _____

54. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

Initials _____

55. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring activities include risk assessments, site visits, and/or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled at least once every two years for site visits and desk reviews. The subgrantee agency agrees to comply with all compliance monitoring activities.

Initials _____

56. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

Initials _____

57. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials _____

58. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant

performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

Initials _____

59. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly or adequate justification upon request cannot be provided, CJCC may deobligate the remaining funds from each respective quarter.

    Initials _____

60. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which

    prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

    Initials _____

61. Employment Verification
    1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:
        a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.
        b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
            i. this award requirement for verification of employment eligibility, and
            ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
        c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment

eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Staff involved in the hiring process
   a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
3. Employment eligibility confirmation with E-Verify
   a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
   b. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.
4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

62. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions. The subgrantee agrees to provide a schedule of board meetings for the grant year

inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

63. The subgrantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Initials _____

64. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or
    (2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to an CJCC staff member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

    Initials _____

65. The subgrantee is required to be familiar with and comply with all relevant federal civil rights requirements, and to that end are required to participate in the designated training once per grant period (annually). Information on the required annual OJP Civil Rights trainings can be found at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm .

    Initials _____

66. The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm

Initials _____

67. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct- Trafficking.htm

Initials _____

68. The subgrantee is required to comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm

Initials _____

69. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials _____

70. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to

subgrantees that are faith-based or religious organizations.

Initials _____

71. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact- Minors.htm

Initials _____

72. Unreasonable restrictions on competition under the award; association with federal government

1. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the subgrantee, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
2. No discrimination, in procurement transactions, against associates of the federal government
    a. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate),

    except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.
3. Rules of construction
    a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor

(at any tier), subgrantee, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any subgrantee or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials _____

73. Compliance with restrictions-law restrictions on the use of federal funds--prohibitedand controlled equipment under OJP awards.

The subgrantee must put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and- controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Initials _____

74. Subgrantees awarded funds to support services within Family Justice Center models must ensure that funds are utilized to support the approved project.

Initials _____

75. Subgrantees agree to take reasonable steps to provide meaningful access to their programs and activities that are free or reduced cost through the Find Help Georgia virtual community resource hub platform which is designed to make finding and providing help easier! Reasonable steps would include having staff attend a virtual 2-hour workshop that equips staff to claim and update all of its agency's program listings to ensure its services populate for their coverage area.

In addition, subgrantees will have a designated staff member become a Find Help Certified Navigator by attending one of the virtual 2-hour workshops. Once the staff is certified, the organization's Find Help Georgia listing(s) will feature a badge on all of its claimed program card(s) which elevates their program cards in the analytic search for services within the zip codes for which they provide those services.

Lastly, the subgrantee will link Find Help Georgia to its agency's website for clients to easily access the virtual community resource hub for simple searching and navigating of community resources.

Initials _____

76. Georgia is pleased to announce the launch of Victim Information and Notification Everyday (VINE®) and the Georgia VINE Service Provider Directory. As a VOCA recipient, the organization must complete the online application to be included in the directory. The online application can be found at https://info.vinelink.com/Georgia-vine. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Grantee.

Authorized Official Signature Date

Print Authorized Official Name Title

Signature of District Attorney or Solicitor-General Date

Printed Name of District Attorney or Solicitor-General Title

Additional Requirements

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
   The County's UEI # is _____
   Initials:_____

2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf.
   Initials:_____

3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.
   Initials:_____

4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.
   Initials:_____

5. The Funded Office understands and agrees that funds under this award are to be used for Personnel only.
   Initials:_____

CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Signature of Authorized Official	Date
Printed Name of Authorized Official	Title
Signature of District Attorney or Solicitor-General	Date
Printed Name of District Attorney or Solicitor-General	Title

New or Updated Special Conditions

Federal Fiscal Year 2024-2025

1. **Special Condition #43** refers to our indirect cost increasing from 10% to 15%.

2. **Special Condition # 76** is new and indicates that subgrantees must complete the online application to be included in the Georgia VINE Service Provider Directory. The online application can be found at https://info.vinelink.com/Georgia-vine. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director
This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer
This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official
This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant activation must be signed by the authorized official. Once an allocation has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to PAC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: _____

PROJECT TITLE: _____

GRANT NUMBER: _____

☐ Mr.
☐ Ms.

PROJECT DIRECTOR NAME (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

☐ Mr.
☐ Ms.

FINANCIAL OFFICER (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

☐ Mr.
☐ Ms.

Authorized Official (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

Prosecuting Attorneys' Council of Georgia
VOCA Reimbursement Information Form

AGENCY NAME: _____

Electronic Funds Transfer Reimbursements are required to be made by ACH.

Please provide details for the account to which funds should be deposited. **For reimbursements to be deposited into an account other than the county –e.g. DA's Operating Account, etc.—the County Commission must sign below or submit a letter authorizing such deposits.**

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

Agency Contact Name: _____

Agency Contact Telephone Number: _____

Agency Authorized Official Name and Title: _____

Agency Authorized Official Signature: _____

SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

☐ NEW ☐ EXISTING **SUPPLIER ID NUMBER:** Agency Use Only 0 0 0 0 | | | | | |

SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name:

Doing Business As (dba): if applicable

PHYSICAL ADDRESS DO NOT enter a P O Box

Address 1:

Address 2:

City:

State: **Postal Code:**

ADDITIONAL ADDRESS

Address 1:

Address 2:

City:

State: **Postal Code:**

Contact Email:

Primary Phone #: **Ext:**
☐ Landline ☐ Cell Used for Identity Verification

Secondary Phone #: **Ext:**
☐ Landline ☐ Cell Used for Identity Verification

Driver's License #: For individuals only **DL State:**

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

☐ I do not wish to provide banking information and understand all payments made to me will be via check.

☐ Replace Remittance Address at Loc # With Addr ID #

☐ Replace Invoicing Address at Loc # With Addr ID #

☐ Add New Bank Account ☐ Change Bank Account Enter Loc # Agency Liaisons are required to complete items on this line for bank changes

ROUTING # **NEW ACCOUNT #**

Last Four Digits of Previous Bank Account # For changes only

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE

DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS:

PAYMENT REMIT EMAIL ADDRESS:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer **Signature of Company Officer** **Date**

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- ☐ GA Small Business*
- ☐ GA Resident Business**
- ☐ Not Applicable
- ☐ Women Owned
- ☐ Minority Business Certified
- ☐ Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- ☐ Hispanic – Latino
- ☐ Native American
- ☐ Pacific Islander
- ☐ Prefer Not to Disclose
- ☐ African American
- ☐ Asian American
- ☐ Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) **"Small Business** " means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR $30 million or less in gross receipts per year.

****Georgia resident business** is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

☐ Nonveteran-owned Small Business ☐ Veteran-owned Small Business ☐ Service Disabled VOSB ☐ Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- ☐ **FEI/TIN Change** (Cannot change if supplier is 1099 applicable)
- ☐ **Business Name Change**
- ☐ **1099 Eligible** Cannot change to non-eligible if supplier is already 1099 eligible
  - ☐ **1099 Addr ID #** Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099
  - ☐ **1099 – M Enter Code (Required for Form 1099 – M)** ☐
  - ☐ **1099 – N** Code 01 (01 is the only code available for the 1099 – NEC)
- ☐ **Reactivate Supplier Profile**
- ☐ **Deactivate Supplier Profile** (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- ☐ **Add Additional Business Address** (Enter additional address in Section 1)
- ☐ **Change Existing Business Address**
- ☐ **Change/Add Payment Alt Name to an existing address** (if payable to a different name. DO NOT enter the DBA).
- ☐ **Enter Addr ID # to change:** ☐ **Payment Alt Name:** ☐
- ☐ **Classification Change:** (Agency Liaisons are required to check one for Classification Changes.)
  - ☐ **Attorney** ☐ **HCM** ☐ **Student** ☐ **Supplier Non-minority**
  - ☐ **Gov Non-State of GA** ☐ **Non-Supplier** ☐ **Supplier Minority**
- ☐ **Statewide Contract** (DOAS Use Only)
- ☐ **HCM Vendor**
- ☐ **Other** (Provided details in the Comments section below)
- ☐ **Comments**

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

AGENCY LIAISON NAME	AGENCY LIAISON SIGNATURE	DATE	B/U#

Revised 10/2023

PRINT CLEAR

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

_____ _____

Signature Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date

Name of Organization

Address of Organization

AUDIT REQUIREMENTS

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend $500,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local governments that expend less than $500,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements.

[NOTE: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program.]

Please provide the following information:

Period of Fiscal Year: _____

Date of Last Audit: _____

Date of Next Audit: _____

Anticipated Date Next Scheduled Audit Will Be Forwarded to the CJCC: _____

[NOTE: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed $500,000 you may write "Not Applicable" in this space.

CIVIL RIGHTS REQUIREMENTS

Generally, employees and beneficiaries of agencies or organizations that receive federal funding are protected by civil rights laws. These laws prohibit certain types of discrimination in employment practices and in delivery of services. Please list the contact information of the person responsible for civil rights compliance within your organization.

(1) Civil Rights Contact Person: _____

(2) Title/Address: _____

_____

_____

(3) Telephone Number: _____

(4) Number of persons employed by the organizational unit (agency) responsible for administering the sub-grant: _____

For more information regarding civil rights requirements, go to www.ojp.usdoj.gov/ocr/

Suitability for Covered Individuals Who May Interact with Participating Minors.

The Award Condition: Determination of Suitability for Covered Individuals Who May Interact with Participating Minors was incorporated into Department of Justice awards starting in federal fiscal year 2019. If the award condition applies to a subaward, the subrecipient must make a determination of suitability before certain individuals may interact with participating minors. Details of this requirement are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/interact-minors

Name of Organization:
Name of Individual Filling Out Form:

1. APPLICABILITY	YES	NO	NOT APPLICABLE
Is a purpose of some or all the activities to be carried out under the subaward to benefit individuals under 18 years of age?	☐	☐	☐
2. SUBRECIPIENT POLICIES AND PROCEDURES			
2a. Does the subrecipient have written policies that implement this subaward condition?	☐	☐	☐
2b. Do the policies and procedures include each of the following subaward conditions?	☐	☐	☐
➢ A name-based search of the required public sex offender and child abuse registries;	☐	☐	☐
➢ A fingerprint-based search of the required criminal history registries (or similar repositories), covering at least five calendar years preceding the date of the search using current and previous names and aliases);	☐	☐	☐
➢ All searches cover jurisdictions in which covered individuals lived, worked, or went to school during the past five years and win which they are expected to, or are reasonably likely to, interact with participating minors;	☐	☐	☐
➢ Determinations are made prior to a covered individual interacting with participating minors in the course of activities under the subaward; and	☐	☐	☐
➢ Determinations are made within 6 months of completion of the required searches listed in the subaward condition, examined upon learning information that reasonably may suggest unsuitability, and renewed at least every 5 years.	☐	☐	☐

➢ A determination of suitability is prohibited if the covered individual:
- Withholds consent to a required criminal history search;
- Knowingly makes a false statement that affects, or is intended to affect, any required search;
- Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- To the knowledge of the subrecipient, has been convicted --- whether as a felony or misdemeanor --- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law): (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense; (2) rape/sexual assault, including conspiracy to commit rape/sexual assault: (3) sexual exploitation, such as through child pornography or sex trafficking; (4) kidnapping; (5) voyeurism; and/or
  - Is determined by a federal, state, tribal, or local government agency not to be suitable.

3. SUBRECIPIENT PRACTICES	
If the subrecipient does not have written policies or procedures, please describe the practices in making determinations of suitability to interact with minors. Do these practices meet the required elements in question 2b? Yes ☐ No ☐	Click here to enter text.

4. AVAILABILITY OF FINGERPRINT-BASED SEARCHES			
If a fingerprint-based search of criminal history registries is not legally allowable, has the subrecipient documented the legal prohibition?	Yes ☐	No ☐	N/A ☐

5. COVERED INDIVIDUALS *Please provide a list of the individuals who work with minors in your program that must be covered by these clearances. Please provide documentation that you have written determination of their suitability to interact with minors. Please do not include documents that include personally identifiable information beyond the name of the covered individual, the results of required searches, or explanations for unsuitability. Please redact documents as needed.*		
FULL NAME	POSITION/ROLE	Determination of Suitability Format (e.g. email, form etc.)
1.		
2.		
3.		
4.		
5.		
6.		

5a. Were selected determinations made withing 6 months of the required searches, and renewed every 5 years, if applicable? Please provide the dates of the searches here:	Yes ☐	No ☐	N/A ☐
5b. Has the subrecipient re-examined determinations upon learning of information that reasonably may suggest unsuitability and, if appropriate, modified or withdrawn those determinations? Please be prepared to provide documentation of these re-examinations.	Yes ☐	No ☐	N/A ☐
6. PASS THROUGH ADMINISTRATION			
6a. Did the subrecipient pass the award condition to its subrecipients?	Yes ☐	No ☐	N/A ☐
6b. Did the subrecipient monitor award condition compliance by its subrecipients?	Yes ☐	No ☐	N/A ☐

VOCA At-A-Glance: Reporting Requirements & Deadlines

Federal Fiscal Year 2024-2025

I. Activation Packages

Deadline: ***January 31, 2025***
Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2025 (for the period covering Oct. 1 – Dec. 31, 2024)
SER #2 April 15, 2025 (for the period covering Jan. 1 – March 31, 2025)
SER #3 July 15, 2025 (for the period covering April 1 – June 30, 2025)
SER #4 October 15, 2025 (for the period covering July 1 – Sept. 30, 2025)

Submit: By email to sleonides@pacga.org.
Include SER form in Excel format, SER Authorization Form, and receipts to support any expenditure outside of the PERSONNEL category.

III. Victims Services Statistical Report (VSSR)

Deadlines: VSSR #1 January 15, 2025 (for the period covering Oct. 1 – Dec. 31, 2024)
VSSR #2 April 15, 2025 (for the period covering Jan. 1 – March 31, 2025)
VSSR #3 July 15, 2025 (for the period covering April 1 – June 30, 2025)
VSSR #4 October 15, 2025 (for the period covering July 1 – Sept. 30, 2025)

Submit: **Via TRACKER**
***NOTE** Quarter 4 submissions include narrative questions that may require submission of additional documentation. Additional documentation in support of Quarter 4 submissions should be submitted via email to sleonides@pacga.org.*

IV. Subgrantee Adjustment Request (SAR)

Deadlines: Within 14 days of the effective date of any change to your grant.

Submit: By email to sleonides@pacga.org.
Include: SAR form, revised budget, and supporting documentation (e.g. salary authorization forms, job descriptions). MAJOR changes (i.e. reallocating funds between categories) are not permitted in the last 60 days of the grant and must be submitted by July 15, 2025. MINOR changes (e.g. filling vacancies, issuing raises) may be submitted up until the SER #4 deadline

V. 5% Reports (Annual Report and Re-certification)

Deadlines: Annual Report due in Spring 2025. Deadlines set by CJCC.
Annual reporting is annually. Re-certification is every two years (even number years).

Submit: Via CJCC portal. User IDs and Passwords will be sent to your office by CJCC.

VI. Outcome Performance Measurement Surveys (OPMs)

Deadlines: October 31, 2025 (for the period covering October 1, 2024 to September 30, 2025)

Submit: Via the CJCC portal. User IDs and Passwords will be sent to your office in advance of the deadline**.**
Note: *Besides 5%, this is the* ***ONLY*** *report submitted directly to CJCC.*

VII. Volunteer Waiver Forms/Volunteer Affidavits (ONLY if required by CJCC)

Deadlines: October 15, 2025
Required if your office has not used volunteers in any capacity during the grant year

Submit: By email to sleonides@pacga.org along with SER #4

VIII. Training Requirements

All staff who appear on VOCA budgets must meet the following training requirements:

- OVC VAT Online (All VOCA-funded and VOCA-match advocates must earn 40-hours of basic training within the first 12 months of employment. While other courses qualify, the VAT Online is free and can be completed at your convenience)
- Obtain 8-hours of training focused on victim services EACH GRANT YEAR
- Find Help Georgia (VOCA funded advocates should attend a 2-hour virtual workshop)
- CJCC Victims Comp 101 (Required EVERY TWO YEARS for all VOCA-funded and VOCA-match COMP staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)
- OJP Civil Rights Training (Civil Rights Training is required ONE TIME EVERY NEW GRANT YEAR for all VOCA- funded and VOCA-match staff)

For more details or information on the training requirements and resources visit https://pacga.org/about-pacga/departments/victims-advocacy/voca-support-for-prosecutors-offices/voca-training-resources/

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL VICTIMS OF CRIME ACT ("VOCA") CONTINUATION AWARD ALLOCATION FOR FEDERAL FISCAL YEAR 2025 IN A TOTAL AMOUNT OF $78,980.00, WITH LOCAL MATCH FUND REQUIREMENTS HAVING BEEN WAIVED FOR THIS GRANT CYCLE, TO THE BIBB COUNTY SOLICITOR GENERAL'S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Prosecuting Attorney's Council of the State of Georgia has received a subgrant from the Georgia Criminal Justice Coordinating Council from the Federal Fiscal Year 2025 Victims of Crime Act ("VOCA") funding; and

WHEREAS, the VOCA grant program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime; and

WHEREAS, the Bibb County Solicitor General's Office has applied for a VOCA Continuation Award and has been awarded a subgrant for the 2025 Federal Fiscal Year in a total amount of $78,980.00; and

WHEREAS, the local match requirement for this allocation has been waived for the 2025 Federal Fiscal Year; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Bibb County Solicitor General's Office; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to accept the aforementioned VOCA Continuation Award for the 2025 Federal Fiscal Year, in a total amount of SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY DOLLARS AND 00/100 CENTS ($78,980.00), with local match fund requirements having been waived for this grant cycle, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED 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:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Accepting VOCA Grant - Solicitor General $78,980.00 - 12-10-24.Docx

EXHIBIT A

PAC Prosecuting Attorneys' Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

WILLIAM A. FINCH
Solicitor-General
Forsyth County

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

December 2, 2024

Re: Federal Fiscal Year 2025 VOCA Allocation - October 1, 2024 through September 30, 2025

Dear Bibb Solicitor-General's Office:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2025 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: **Macon-Bibb**
Implementing Prosecuting Attorney: **Solicitor-General Rebecca Grist**
Grant Period: **October 1, 2024 through September 30, 2025**

Allocation 1
VOCA Federal Funds: **$78,980**
VOCA Waived Match Funds: **$19,745**
CJCC Sub-Grant Number: **C23-8-249**
Federal Grant Number: **TBD**
CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2025.** If you have any questions, please contact Sarai Leonides-Medina at sleonides@pacga.org or (770) 282-6290.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

VOCA Activation: Document Submittal Checklist

Federal Fiscal Year 2024-2025

The following items *must* be submitted with the **Allocation Package** before any funds are disbursed by PAC. All forms should be returned no later than **January 31, 2025** via e-mail to Sarai Leonides (sleonides@pacga.org). **Only** ***MOAs containing original signatures should be mailed to: Prosecuting Attorneys' Council of Georgia, ATTN: Sarai Leonides Medina, 1590 Adamson Parkway, Fourth Floor, Morrow, GA 30260. Secure, digital, date-stamped signatures will also be accepted on the MOA, in which case it does not need to be mailed.***

- ☐ **MOA(s)** MUST be signed by your County Commission and by your DA/SG; digital signatures must be date stamped
- ☐ **Detailed Budget Worksheet(s)** Budgets have already been submitted as of October 18, 2024. Submit with an SAR form only if changes have occurred since the original submission.

Forms and Special Conditions

- ☐ **Special Conditions** (Signed by both County Commission and DA/SG, initialed by Project Director)
  Please note that PAC may use different deadlines than those set forth in the Special Conditions in order to facilitate statewide reporting. Please adhere to deadlines as provided by PAC.
- ☐ **Designation of Grant Officials Form**
  Per CJCC guidance, the Authorized Official MUST be your County Commission Chair. This person may submit a letter designating a signing authority—see below—to sign all future submissions
- ☐ **Email Contacts**
  PAC communicates all VOCA-related matters via email. Please provide a list of names, titles and email addresses for any personnel who should be copied on VOCA-related correspondence from PAC. This list should be updated if changes occur during the year
- ☐ **Reimbursement Information Form** (Signed by County Commission)
- ☐ **Vendor Management Bank Account Form**
  PAC requires that VOCA reimbursements be paid by ACH. ***Complete this form only if your account information has changed.***
- ☐ **Form W-9, Request for Taxpayer Identification Number and Certifications**
- ☐ **Disclosure of Lobbying Form** (Signed by County Commission)
- ☐ **Standard Assurances Form** (Signed by County Commission)
- ☐ **Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements** (Signed by County Commission)
- ☐ **Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction** (Signed by County Commission)
- ☐ **Audit Requirements Form**
- ☐ **Civil Rights Requirements Form**
- ☐ **Suitability for Covered Individuals Who May Interact with Participating Minors Form** (ensure you're determining suitability for each VOCA funded employee within 6 months of hire and every 5 years thereafter)
- ☐ **Board of Commissioners Approving FFY24 VOCA Grant Funds** (send copy of minutes)

Signature Authorization Letter

- ☐ **Signature Authorization Letter**
  Your Authorized Official may designate signing authority to another party or parties for future submission of forms and documents pertaining to this subgrant allocation. To do so, your Authorized Official should submit a letter on official Agency letterhead and reference the subgrant award number

EEOP

☐ EEOP Certification Form and/or EEO Utilization Report

The Federal Government has changed the process for preparing EEOP Certification Forms and EEO Utilization Reports. The forms and reports are no longer stored in the Federal Portal; however, they can be completed online. Note that **ALL** offices must complete the EEOP Certification Form. Offices must complete the EEO Utilization Report and are only exempt from this report if they receive a single award of less than $25K OR they have less than 50 employees (per CJCC, employees must be counted from the perspective of the county signing off to receive the funds).

Please visit the EEOP Report Builder for sub-recipients at https://www.ojp.gov/program/civil-rights-office/data-tools to complete EEOP Certification Forms and build EEO Utilization Reports. Under "Data Tools" click the "Equal Employment Opportunity Plans/Report Builder" link. From there, you will be able to obtain a Tracking Number that allows you to work on forms and reports. Tracking numbers expire after several weeks, so before entering data into your EEO Utilization Report, you'll want to make sure you have all of the information you need to complete the report. Please also note that the Certification Form must be completed first in order for the EEO Utilization Report link to become active. The online portal provides step-by-step directions for completing the EEO Utilization Report and functions identically to the portal that was used in the past. Once Certification Forms and EEO Utilization Reports are complete, you will be able to download them from the website.

Certification Forms and Utilization Reports should be sent to PAC. They should also be retained in your site visit file as they will be reviewed during site visits. EEO Utilization Reports are valid for two years as of the date on the cover of the report when prepared using EEOP Report Builder tool. **Certification Forms and current EEOP Utilization Reports should be submitted with activation documents by January 31, 2025; however, if you must prepare a new EEOP Utilization Report please be sure to send it to PAC no later than April 15, 2025.**

Failure to prepare the EEOP Certification Form or EEO Utilization Report will result in a finding during a site visit. Repeat findings for incomplete EEOP documentation can result in VOCA funding being reduced or eliminated.

For more details on EEOP, visit the FAQ page: https://www.ojp.gov/program/civil-rights/eeop/faqs.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1: CJCC Grant No: C23-8-249

A. Base Federal Funds: $_____
B. Matching Funds (waived for all offices): $_____

Initial Grant Period: October 1, 2024 to September 30, 2025

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."

2. Period of Agreement: This agreement shall be effective on October 1, 2024 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.

3. Purpose of this Memorandum of Agreement.

   (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

(b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.

(c) The CFDA number for this grant program is 16.575.

(d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

(a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.

(b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

(a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.

(b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")

(c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

(1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;

(2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.

(d) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).

6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.

7. Matching Funds Requirement:

(a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.

(b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.

(c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.

(d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at $15 per hour. There is no minimum volunteer hour requirement.

8. Use of Volunteers:

(a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.

9. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

(a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports

(VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: **January 15, 2025**
Quarter 2	January 1 – March 31, 2025	Due: **April 15, 2025**
Quarter 3	April 1 – June 30, 2025	Due: **July 15, 2025**
Quarter 4	July 1 – September 30, 2025	Due: **October 15, 2025**

(b) Outcome Performance Measurement Surveys (Annual).

(1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2024 -Sept. 30, 2025	Due: **October 30, 2025**

(2) NOTE: OPM Survey data is directly pulled by CJCC via the iMPRoVE Platform.

10. Financial Reporting Requirements:

(a) The County will submit budget worksheet(s) to PACGA no later than October 18, 2024. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: **January 15, 2025**
Quarter 2	January 1 – March 31, 2025	Due: **April 15, 2025**
Quarter 3	April 1 – June 30, 2025	Due: **July 15, 2025**
Quarter 4	July 1 – September 30, 2025	Due: **October 15, 2025**

(c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.

(d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

(1) The point of contact information;
(2) Request to modify budget within currently approved categories;
(3) Request for a no-cost extension;
(4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

(e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.

11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.

12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.

13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.

14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.

15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.

16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

17. Termination:

(a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:

(1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.

(2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

(3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.

(b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:

(1) County violates or fails to comply with any applicable provision of federal or state law or regulation.

(2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.

(3) County has exhibited an inability to meet its financial or services obligations under this agreement.

(4) An assignment is made by the County for the benefit of creditors.

(5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.

(c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

(a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.

(b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.

(c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at: https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources

(d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.

(e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: https://ojp.gov/financialguide/index.htm

(f) The County and Prosecuting Attorney hereby assure and certify that it:

(1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;

(2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;

(3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title

IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.

20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.

21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

_____

Signature Date signed by Prosecuting Attorney

_____

Printed Name

The Honorable
District Attorney, _____ Judicial Circuit
Solicitor-General, _____County

COUNTY EXECUTION:

_____

Signature Date signed by County

_____

Printed Name

_____

Title
Official for _____ County

PACGA EXECUTION:

_____

Signature Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Sarai Leonides
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
(770) 282-6300
Email: sleonides@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

_____

Attention:_____

_____

_____

Telephone No.: _____

Email: _____

3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

_____

Attention: _____

_____

_____

Telephone No.: _____

Email: _____

EXHIBIT B
PACGA Policy 11.2

Prosecuting Attorneys' Council of Georgia

Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	**Victim Services**	**Victims of Crimes Act - Funding Conditions**

1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

2. Authority.

(a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112. (b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

3. Scope.

(a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.

(b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

4. Definitions.

(a) "CJCC" means the Criminal Justice Coordinating Council.
(b) "Funded office" means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
(c) "OJP" means the Office of Justice Programs of the United States Department of Justice.
(d) "VOCA" means the Victims of Crime Act, 42 U.S.C. Chapter 112.
(e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.

5. **Role of the Council.**

(a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.

(b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.

(a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.

(b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.

(c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program set forth in 28 CFR 94 Subpart B and available at: http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm

(d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.

(e) Each funded office agrees to obtain and maintain a Data Universal Numbering System

(DUNS) number and to provide that number to the Council.

(f) Each funded office agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM).

(g) Each funded office agrees to adhere to the provisions set forth in all executed Memoranda of Agreement and in the Special Conditions issued by CJCC or PAC.

7. Delivery of Services to Victims.

(a) No cost for Services. Funded offices must provide services to crime victims at no charge.

(b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to, providing the following core services:

(1) Educating victims about their role in the criminal justice process.

(2) Stabilizing Lives:

(A) Funded offices shall:

(i) Coordinate crime scene clean-up services;

(ii) Provide information and assistance with the return of stolen/damaged property;

(iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;

(iv) Provide assistance with information, application, and document

collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;

(v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and

(vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.

(B) Funded offices may:

(i) Assist victims requesting assistance in working with bill collectors/ creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and

(ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs. Funded offices shall:

(i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);

(ii) Assist with death and serious injury notifications for families of victims;

(iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;

(iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;

(v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;

(vi) Provide personnel availability during interviews to help victims feel more comfortable;

(vii) Provide emotional support to victims and their families throughout the judicial process;

(viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and

(ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs. Funded offices shall:

(i) Assist victims with safety planning;

(ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;

(iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection;

(iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety,

etc.);

(v) Provide information and advocacy regarding Temporary Protective Orders;

(vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and

(vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

(i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;

(ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;

(iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);

(iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;

(v) Assist victims with warrant application processes and attend pre-warrant court hearings;

(vi) Serve as liaison between victims, investigators, prosecutors and court personnel;

(vii) Provide assistance to investigators and prosecutors for initial and ongoing

contact with victims (e.g., interviews and scheduling of interviews);

(viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;

(ix) Provide courtroom orientation and pre-trial preparation to testifying victims;

(x) Escort victims to court and related hearings;

(xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;

(xii) Attend hearings with victims or on behalf of victims when their presence is not required;

(xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

(i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);

(ii) Represent the office on various victims' service bodies including; child fatality review, domestic violence fatality review, elder abuse task force,

domestic violence task force, various multi-disciplinary teams, etc.;

(iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and

(iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

(B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance: Funded offices shall:

(i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;

(ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;

(iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);

(iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).

(8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.

(c) Limited English Proficient Victims.

(1) Funded offices will provide services and literature in Spanish and other languages.

(2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).

(3) In addition, funded offices that provide hotline services will provide PACGA documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its

TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

(4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, http://ada.georgia.gov. You may also contact CJCC for technical assistance with questions or concerns.

(d) Equal Opportunity.

(1) Funded offices shall provide services to all victims without regard to the victim's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. Any person who believes that they have been discriminated against based on his or race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information has the right to file a civil rights complaint with the Office of Justice Programs.

(2) Each funded office shall display the following statement in a prominent location where it will be visible to staff and visitors to the office and include it in any publications provided to members of the public:

The Victim Witness Assistance Program does not discriminate against individuals or groups on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website. http://www.ojp.gov/about/ocr/complaint.htm

(e) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

(f) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

(g) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

8. Use of Volunteers.

(a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

(b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CJCC.

(c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.

(d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.

(e) Funded offices will satisfy 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is $12.00 per hour. Higher rates must be pre-approved by CJCC. Any request for deviation from this requirement must be submitted in writing to CJCC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

9. Non-Discrimination in Service Provision.

(a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:

(1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;

(2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. §794;

(3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);

(4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;

(5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);

(6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,

(7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. Part 38 (prohibits discrimination based on religious affiliation during service delivery).

(b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.

10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

(a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.

(b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report to CJCC detailing the receipt and expenditure of 5% funds by January 15 or other deadline established by CJCC of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.

11. Other Required Certifications.

(a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).

(b) Funded offices must complete and submit OJP Form 4061/6 entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" to the Council with the memorandum of agreement.

12. Political Activity.

(a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

(b) If any changes occur in the funded office's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP.

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the grant application submitted by PACGA, and an EEOP certification form be submitted directly to the Federal Government. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

14. Training of Personnel.

(a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, PACGA or any other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.

(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.

(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm

(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:

(1) Crisis intervention;

(2) Accompaniment to hospitals for medical examinations;

(3) Hotline counseling;

(4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and

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(5) Other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

(b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

(c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.

(1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.

(2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.

(d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate

in the criminal justice system and local travel expenses for service providers.

(e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.

(f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

16. Other Allowable Costs and Services.

(a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

(b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.

(c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.

(d) Items not used exclusively for direct victim services should be pro-rated to include only the portion of the item used for direct service to victims.

(e) The following list provides examples of such items:

(1) Skills training for staff -

(A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training,

(B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules. Reimbursement rates must follow local or State rates, whichever is lowest.

(C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.

(f) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.

(g) Supplies and Furniture.

(1) VOCA funds may be used to purchase furniture and supplies that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.

(2) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim-related service.

(3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.

(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;

(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.

(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

(l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:
(1) That the building is owned by a state or local government and not rented or leased;

(2) All other sources of funding have been exhausted;

(3) There is no available option for providing the service in another location;

(4) That the cost of the repair or replacement is reasonable considering the value of the building; and

(5) The cost of the repair or replacement is pro-rated among all sources of income.

(m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

17. Motor Vehicle Operations.

(a) Seat Belt Use. Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and sub-recipients when operating government-owned, rented, or personally owned vehicles.

(b) Text Messaging While Driving. Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f). All funded offices must have a written text messaging while driving policy.

18. Reporting Fraud or Criminal Activity Involving Grant Funds.

(a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

(b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
e-mail: oig.hotline@usdoj.gov
hotline: (contact information in English and Spanish) (800) 869-4499 hotline fax: (202) 616-9881

(c) Additional information is available from the DOJ OIG website at:

http://www.justice.gov/oig/hotline/

19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.

(a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

(b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

20. Compliance with Federal Uniform Guidance andAudit Requirements.

(a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800. Funded offices further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from C.F.R. Part 200 (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.

(b) The Catalog of Federal Domestic Assistance (CFDA) number for this grant program is 16.575

21. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

22. Records & Reports; Use of TRACKER.

(a) As used in this section:

(1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on- line computer case management system operated by the Council;

(2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.

(b) Funded offices shall utilize TRACKER to document the number of new and existing

victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.

(1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.

(2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.

(3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.

(c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.

(1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.

(2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.

(d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any

contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.

24. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

(a) New construction

(b) Minor renovation or remodeling of a property that is either:

(1) Listed on or eligible for listing on the National Register of Historic Places; or

(2) Located within a 100-year flood plain.

(c) A renovation, lease, or other proposed use of a building or facility that will either:

(1) Result in a change in its basic prior use; or

(2) Significantly change its size.

(d) Implementation of a new program involving the use of chemicals other than those:

(1) Purchased as an incidental component of a funded office; or

(2) Traditionally used, for example, in office, household, recreational or educational environments.

FY23 VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C23-8-249

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to Office of Justice Programs (OJP) subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm

   Initials _____

2. Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years, or until any state and/or federal initiated audit exceptions have been cleared, whichever is later, from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee must provide access to, 1) Subgrant award agreement, special conditions and any attachment; 2) any written agreements between subgrantee and consultant/subgrantees; 3) Program files and supporting documents related to this subgrant award agreement; 4) statistical records; 5) administrative operations and accounting/financial records related to this subgrant award agreement; and 6) other pertinent records indicated at 2 C.F.R. 200.333. Said records are subject to audit by the State of Georgia. Records must be adequately protected against fire, loss, theft, or damage.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP or CJCC that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact CJCC promptly for clarification.

   Initials _____

3. Federal laws prohibit grantees and subgrantees of financial assistance from

discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials _____

4. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP) to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here. Reasonable steps may include the provision of language assistance services, such as oral language assistance or written translation. For more information on the civil rights responsibilities that subgrantees have in providing language services to LEP individuals, please see the website at https://www.lep.gov.

   Subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees providing hotline services will ensure that its internet-based relay services and/or TTY machine are operable at all times and that all staff, volunteers, and interns who answer the hotline receive training within two weeks of their respective start dates as well as ongoing review of internet- based relay services and/or TTY answering procedures.

   Initials _____

5. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Criminal Justice Coordinating Council (CJCC) investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, CJCC selects a number of subgrantees each year for compliance reviews, audits that require subgrantees to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

   Initials _____

6. Federal grant program requirements, the subgrantee must comply with the following EEOP reporting requirements of 28 C.F.R. Part 12, specifically including any application

requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program:

If the subgrantee has less than 50 employees, receives an award of less than $25,000, or is a nonprofit organization, medical institution, educational institution, or Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, the subgrantee must complete and submit Section A of the Certification Form, which is available online at https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

If the subgrantee is a government agency or private business, receives an award of at least
$25,000 but less than $500,000 and has 50 or more employees (counting both full- and part- time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form). While the subgrantee does not have to submit the report to the Office for Civil Rights (OCR) for review, it must maintain the Utilization Report on file and make it available for review on request. In addition, the subgrantee must complete Section B of the Certification Form and return it to OCR. The Certification Form is available at
https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

If the subgrantee is a government agency or private business, receives an award for $500,000 or more, and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it must prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to OCR for review within 60 days from the date of this award. For assistance in developing a Utilization Report, please consult OCR's website at https://www.ojp.gov/about/offices/ocr.htm. In addition, the subgrantee must complete Section C of the Certification Form and return it to OCR. The Certification Form is available at
https://www.ojp.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at OCR by telephone at (202) 307-0690, TTY at (202) 307-2027, or e-mail at EEOsubmisson@usdoj.gov.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), approved by OCR, is a violation of its Certified Assurances and may result in either (1) suspension of funding until such time as the subgrantee is in compliance or (2) termination of the award. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials _____

7. Subgrantee agencies are required to clearly post a non-discrimination policy in accordance with the special conditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination against the subgrantee agency.

   If a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability, then the subgrantee must submit a copy of the findings to CJCC and to OCR for review (28 C.F.R. §§ 42.205(5) or 31.202(5)).

   Initials _____

8. Pursuant to A.G. Order No. 2353-2001 and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for said services based on the clients' income may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613). Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status and shall promulgate same with staff and clients seeking services.

   Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the clients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation (A.G. Order No. 2353-2001 and 66 FR 3613; O.C.G.A §17-5-100(f))).

   Initials _____

9. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm

   Initials _____

10. The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm including any updated version that may be posted during the period of performance.

    Initials _____

11. The subgrantee agrees to comply with the conditions of the Victims of Crime Act (VOCA) of 1984 sections 1404(a)(2), (b)(1), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2), (b)(1), (b)(2), applicable program guidelines and regulations, and program rules (28 C.F.R. part 94.101(d)), asrequired.

    Initials _____

12. The subgrantee understands and agrees that CJCC may withhold award funds or impose other related requirements if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award) or other outstanding issues that arise in connection with audits, investigations, or reviews of other awards. The CFDA number for this grant program is 16.575.

    Initials _____

13. If any changes occur in the subgrantee's lobbying status or activities a revised Disclosure of Lobbying Activities Form must be submitted to CJCC. The subgrantee further understands and

    agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government without the express prior written approval of OJP.

    Initials _____

14. The subgrantee may not use federal funds awarded to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18
    U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

    Another federal law generally prohibits federal funds from being to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a

federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds would or might fall within the scope of these prohibitions, contact CJCC for guidance.

Initials _____

15. The subgrantee agrees to seek prior approval and comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, trainings, and other events; including the provision of food and/or beverages at such events, and costs of attendance at such events.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

    Initials _____

16. The subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJCC for guidance, and may not proceed without the express prior written approval of CJCC.

    Initials _____

17. Subgrantees may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

    The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive

compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
    a. it represents that—
        i. (1). it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by that agency.

Initials _____

18. The subgrantee understands that the maximum consultant/contractor rate is

$650.00 per eight- hour day ($81.25 per hour) and must provide justification and receive prior approval from CJCC for rates equal to or exceeding the maximum hourly and/or daily rate.

Initials _____

19. Any training or training materials that the subgrantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

    Initials _____

20. The subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by victims receiving assistance.

    Initials _____

21. The subgrantee agrees that if it currently has other active awards of federal funds, or receives any other award of federal funds during the period of performance, the subgrantee must promptly determine whether funds from any part of those award funds have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are being provided under this award. If so, the subgrantee will promptly notify the CJCC grant specialist for this award in writing of the potential duplication. In addition, if requested by CJCC, the subgrantee will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

    Initials _____

22. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) and Georgia Code § 40-6-241.2, writing, sending, or reading text-based communication while operating motor vehicle is prohibited. Subgrantees must establish workplace safety policies, adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

    Initials _____

23. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace

funds appropriated for the same purpose. Potential supplanting will be the subject of application review as well as pre- award review, post-award monitoring, and audit. If there is a potential presence of supplanting the subgrantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials _____

24. The subgrantee must promptly refer to the CJCC and DOJ OIG any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has either (1) submitted a claim for award funds that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

    Office of the Inspector General
    U.S. Department of Justice,
    Investigations Division
    ATTN: Grantee Reporting
    950 Pennsylvania Avenue, N.W.,
    Washington, DC 20530

    DOJ OIG hotline fax: (202) 616- 9881 – DOJ OIG Investigations Division (Attn: Grantee Reporting)
    OIG webpage: https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online")

    Additional information is available from the DOJ OIG website athttps://oig.justice.gov/hotline.

    Initials _____

25. The subgrantee understands and agrees that (1) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (2) Nothing in the previous subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

    Initials _____

26. Subgrantee agencies agree to comply with the core services and/or state approved standards applicable to their agency type as outlined in the Request for Applications and the application submitted for the applicable award. Subgrantee agencies are

responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials _____

27. Subgrantees providing forensic medical exams should respond based on the following best practice guidance:

    1. Delayed reporting pediatric medical exams: Prioritize children who disclose sexual abuse or are suspected of being sexually abused. Timely medical care and treatment for child sexual abuse victims is crucial, regardless of the potential availability of forensic evidence on the child's body or clothing. Ensure that the child is examined, a medical history is taken, related treatment is provided, and examination findings are documented (in accordance with national protocols, state standards, and SART/MDT protocols).
    2. Acute pediatric medical exams. Promptly gather forensic samples, as the likelihood of obtaining viable specimens diminishes over time. Collect forensic samples within the prescribed jurisdictional time frame (in accordance with national protocols, state standards, and SART/MDT protocols).
    3. Reported adult or acute adolescent exams. Sexual assault exams should be treated as emergency cases, with a nominal response time. Cases should not be delayed as this may result in the loss of critical evidence and inflict additional trauma on survivors of sexual assault (in accordance with national protocols, state standards, and SART/MDT protocols adolescents).
    4. Unreported adult or acute adolescent exams: See number 3 above.

    Initials _____

28. The subgrantee agrees to comply with CJCC's Subgrantee Programmatic and Fiscal Compliance Policy. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

    Initials _____

29. The subgrantee agrees to have a non-discrimination and grievance policy listed for employees and program participants. The grievance policy will outline a procedure in which clients may formally challenge the availability, timeliness, or quality of program services. CJCC contact information should be include as a part of that policy.

    Initials _____

30. The subgrantee agrees to obtain prior approval from CJCC to earn or use program income for any VOCA-funded program/project.

Initials _____

31. All nonprofit organizations shall comply fully with the requirements set forth in O.C.G.A. § 50-20- 1, et seq. and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

    Initials _____

32. All non-profit subgrantees under this award must certify their non-profit status by submitting a statement to CJCC affirmatively asserting that the subgrantee is a non-profit organization and indicating that it has on file, and available upon audit, either a 1) copy of the subgrantee's 501(c)(3) designation letter, 2) letter from the state's taxing body or attorney general stating that the subgrantee is a non-profit organization operating within the state, or 3) copy of the subgrantee's state certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3) and a statement by the state or national parent organization indicating that the subgrantee is a local non-profit affiliate.

    Initials _____

33. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

    Initials _____

34. Subgrantees who provide emergency shelter agree that if their agency cannot house a victim they will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access other emergency shelter and/or other services, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner.

    Initials _____

35. Subgrantees agree to assist the Criminal Justice Coordinating Council and state-certified shelters with identifying available bed space. If there is an inquiry from the

Criminal Justice Coordinating Council and/or other partner agencies regarding available beds, the subgrantee will state if bed space is available.

Initials _____

36. Subgrantee agrees that if a victim is not in their jurisdiction or service area the agency will 1) identify available resources, 2) assist the victim in developing and implementing a feasible plan to access services immediately, if needed, 3) advocate on behalf of victims to ensure the needed services are obtained, and 4) follow-up to ensure victim has received appropriate services in a timely manner. If no services exist in that area or victim requests specific services from subgrantee, the subgrantee agrees to serve the victim.

    Initials _____

37. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to CJCC regarding the receipt and expenditure of these funds per O.C.G.A. § 15-21-132.

    Initials _____

38. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the state standards, Request for Applications, and the application submitted for the applicable award. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation (additional online training resources are available at https://www.ovcttac.gov).

    Initials _____

39. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a Victim's Compensation 101 training hosted by CJCC. Staff and supervisors must provide a certificate of completion as proof of attendance. Only trainings received since 2017 meet this requirement. CJCC encourages subgrantees to attend a Victim's Compensation 101 training once every two years. Victim's Compensation 101 also may be applied toward training requirements specified by the subgrantee agency's core service requirements.

    Initials _____

40. The subgrantee must submit Subgrant Adjustment Request #1 after the agency has

been notified the grant is activated. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____ ***(SAR #1 not required for PAC-funded offices)***

41. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

    Initials _____

42. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports (SER) are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

    Initials _____ ***(quarterly basis for PAC-funded offices)***

43. A subgrantee that has never received a negotiated indirect cost rate from a Federal Agency, may elect to use the "de minimis" indirect cost rate of 15% as described in 2 C.F.R. 200.414(f). If a subgrantee elects to use the "de minimis" indirect cost rate, the subgrantee must advise CJCC in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

    A subgrantee that has received a negotiated indirect cost rate from a Federal Agency at any time in the past cannot use the "de minimis" indirect cost rate. If the subgrantee cannot use the "de minimis" and wishes to recoup indirect costs, the subgrantee must notify CJCC, in writing, of the current and approved negotiated indirect cost rate from a Federal Agency or negotiate an indirect cost rate with CJCC.

    Initials _____

44. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to CJCC for approval no later than 30 days prior to sending them to print. CJCC reserves the right to disallow reimbursement for all or part of any proposed publication. All VOCA funded printed materials must contain the following language: *"This project is supported by federal award no. 15POVC-23-GG-00435-ASSI awarded by the Office for Victims of Crime and administered by the Criminal Justice Coordinating Council. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office for Victims of Crime or the Criminal Justice Coordinating Council."*

    Initials _____

45. Under the Government Performance and Results Act (GPRA) and GPRA Modernization Act, subgrantees are required to collect, maintain, and provide data that measure the performance and effectiveness of their grant-funded activities in the time and manner required by CJCC. Accordingly, the subgrantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures.

    a. Statistical data describing project performance from programs providing direct victim services must be submitted to CJCC using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 20, April 20, July 20, and October 20. The fourth quarter report, due to CJCC October 20, requires subgrantees to complete the narrative section included with that quarter's statistical report.

    b. The annual Outcome Performance Measures (OPM) report describing program outcomes reflecting changes regarding clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective program types on their client surveys. Programs are required to follow CJCC's Data Collection Guidelines and report via the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs and outcomes may not match since outcomes are collected from clients after a substantial completion of services. The performance report is due October 30th.

    Initials _____

46. If any changes occur in the subgrantee's eligibility status regarding debarment, a

revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to CJCC.

Initials _____

47. The subgrantee acknowledges that the 20% match contribution of cash and/or in-kind dollars is being waived by CJCC for the FY23 grant period.

Initials _____

48. The subgrantee acknowledges that the volunteer match requirement is being waived by CJCC for the FY23 grant period.

Initials _____

49. The subgrantee certifies that 1) equipment and/or supplies purchased with funds under this award shall vest in the agency that purchased the property, 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes, and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, CJCC will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia. Vehicles purchased with federal funds must only be used for approved service delivery including client transport or to provide other client services.

Initials _____

50. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials _____

51. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with understanding and completing application forms and procedures, obtaining necessary documentation, checking on their claim status, and/or following up with the Board of Appeals, as applicable.

Initials _____

52. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists.

(O.C.G.A. § 43-10A-1, et seq.). In addition, the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et seq.).

Initials _____

53. Agencies or organizations who hold the Human trafficking Victims Assistance Organization (HTVAO) certification must maintain its status by re-certifying on an annual basis and successfully completing the quarterly programmatic reports provided by the Criminal Justice Coordinating Council.

Initials _____

54. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and its representatives access to and the right to examine all records books, paper, or documents related to the VOCA grant.

Initials _____

55. Subgrantee agencies are subject to regular compliance monitoring activities by CJCC staff. Compliance monitoring activities include risk assessments, site visits, and/or desk reviews of all documentation related to the award. Subgrantee agencies will be scheduled at least once every two years for site visits and desk reviews. The subgrantee agency agrees to comply with all compliance monitoring activities.

Initials _____

56. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by CJCC during and subsequent to the award period.

Initials _____

57. Repeatedly late submission of any reports may result in a temporary freeze or a recommendation to the Council for a reduction to your award. These reports include, but are not limited to, SERs and Progress Reports such as VSSR, OPM, and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials _____

58. The subgrantee agrees to execute the agency's award within 45 days of receipt. Subgrantees who do not activate their awards within the specified timeframe may be immediately classified as high-risk agencies. Furthermore, the subgrantee agrees to comply with any additional requirements that may be imposed during the grant

performance period if CJCC determines that the subgrantee is a high-risk agency due to inactivity or results of any other risk assessment performed by CJCC per 28 C.F.R. parts 66, 70.

Initials _____

59. The subgrantee agrees that at least 25% of the awarded funds will be expended by the end of each quarter. If this condition is not met quarterly or adequate justification upon request cannot be provided, CJCC may deobligate the remaining funds from each respective quarter.

    Initials _____

60. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which

    prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

    Initials _____

61. Employment Verification
    1. The subgrantee agrees to comply with the following employment eligibility verification for hiring under this award:
        a. Properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) for any position that is or will be funded (in whole or in part) with award funds.
        b. Notify all persons associated with the agency that are or will be involved in activities under this award of the award requirements for verification of employment eligibility, and the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
            i. this award requirement for verification of employment eligibility, and
            ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
        c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment

eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Staff involved in the hiring process
   a. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
3. Employment eligibility confirmation with E-Verify
   a. Subgrantees may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
   b. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees shall register with the federal work authorization system, E-Verify, and provide CJCC with its eligibility verification system user number.
4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

Initials _____

62. The subgrantee agrees to submit an updated Board listing along with all board meeting minutes recorded which took place during the expenditure period. Board meeting minutes submitted should coincide with the timing of SER submissions. The subgrantee agrees to provide a schedule of board meetings for the grant year

inclusive of each meeting's date, time, and location. An updated Board listing should be submitted anytime there is a change.

Initials _____

63. The subgrantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Initials _____

64. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or
    (2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to an CJCC staff member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

    Initials _____

65. The subgrantee is required to be familiar with and comply with all relevant federal civil rights requirements, and to that end are required to participate in the designated training once per grant period (annually). Information on the required annual OJP Civil Rights trainings can be found at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm .

    Initials _____

66. The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm

Initials _____

67. The subgrantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subgrantee or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct- Trafficking.htm

Initials _____

68. The subgrantee is required to comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm

Initials _____

69. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials _____

70. The subgrantee must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to

subgrantees that are faith-based or religious organizations.

Initials _____

71. The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This condition applies if the purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact- Minors.htm

Initials _____

72. Unreasonable restrictions on competition under the award; association with federal government

1. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the subgrantee, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
2. No discrimination, in procurement transactions, against associates of the federal government
    a. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate),

    except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.
3. Rules of construction
    a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor

(at any tier), subgrantee, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any subgrantee or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials _____

73. Compliance with restrictions-law restrictions on the use of federal funds--prohibitedand controlled equipment under OJP awards.

The subgrantee must put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and- controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Initials _____

74. Subgrantees awarded funds to support services within Family Justice Center models must ensure that funds are utilized to support the approved project.

Initials _____

75. Subgrantees agree to take reasonable steps to provide meaningful access to their programs and activities that are free or reduced cost through the Find Help Georgia virtual community resource hub platform which is designed to make finding and providing help easier! Reasonable steps would include having staff attend a virtual 2-hour workshop that equips staff to claim and update all of its agency's program listings to ensure its services populate for their coverage area.

In addition, subgrantees will have a designated staff member become a Find Help Certified Navigator by attending one of the virtual 2-hour workshops. Once the staff is certified, the organization's Find Help Georgia listing(s) will feature a badge on all of its claimed program card(s) which elevates their program cards in the analytic search for services within the zip codes for which they provide those services.

Lastly, the subgrantee will link Find Help Georgia to its agency's website for clients to easily access the virtual community resource hub for simple searching and navigating of community resources.

Initials _____

76. Georgia is pleased to announce the launch of Victim Information and Notification Everyday (VINE®) and the Georgia VINE Service Provider Directory. As a VOCA recipient, the organization must complete the online application to be included in the directory. The online application can be found at https://info.vinelink.com/Georgia-vine. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Grantee.

Authorized Official Signature Date

Print Authorized Official Name Title

Signature of District Attorney or Solicitor-General Date

Printed Name of District Attorney or Solicitor-General Title

Additional Requirements

1. The Funded Office agrees to comply with all forms, assurances, and certifications related to the VOCA Request for Applications. This includes maintaining a Unique Entity Identifier (UEI), EIN, and active registration with the System for Award Management (SAM).
   The County's UEI # is _____
   Initials:_____

2. The Funded Office understands and agrees that all grant-funded staff including volunteers and those staff that provide a cash match are required to keep timesheets. Detailed directions on the proper completion of timesheets can be found on the PAC website at: https://pacga.org/wp-content/uploads/2019/07/VOCA-Timesheets-1.pdf.
   Initials:_____

3. The Funded Office understands and agrees that active investigation and prosecution of criminal activities are expressly unallowable costs. No VOCA funds may be used to pay salaries, benefits or other costs associated with active investigation and prosecution of criminal activities except for the provision of victim assistance services to crime victims during such investigation and prosecution.
   Initials:_____

4. The Funded Office agrees to establish and enforce an Internet Security Policy when participants, volunteers, and/or staff have access (supervised or unsupervised) to protect the confidentiality, integrity, and availability of data while preventing malicious and other security threats. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.
   Initials:_____

5. The Funded Office understands and agrees that funds under this award are to be used for Personnel only.
   Initials:_____

CERTIFICATE OF NON-SUPPLANTING

Federal law requires that grant funds received by the Department of Justice, not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. As the subgrantee and administrator of VOCA funds on behalf of the district attorneys and solicitors-general, PACGA is obligated to ensure that prosecutors' offices do not violate these non-supplanting requirements. This certificate of non-supplanting is to be signed by the recipient Victim-Witness Program's District Attorney or Solicitor General. Although the Prosecuting Attorneys' Council of Georgia may provide guidance on VOCA budgets, and the Criminal Coordinating Council of Georgia may approve VOCA budgets, it is contingent upon the VWAP program receiving federal funds to certify non-supplanting of local funds.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the sub-grantee or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION

The recipient certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated or allocated for the purpose of providing services to victims of crime. The recipient understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Signature of Authorized Official	Date
Printed Name of Authorized Official	Title
Signature of District Attorney or Solicitor-General	Date
Printed Name of District Attorney or Solicitor-General	Title

New or Updated Special Conditions

Federal Fiscal Year 2024-2025

1. **Special Condition #43** refers to our indirect cost increasing from 10% to 15%.

2. **Special Condition # 76** is new and indicates that subgrantees must complete the online application to be included in the Georgia VINE Service Provider Directory. The online application can be found at https://info.vinelink.com/Georgia-vine. Please read the following criteria and guidelines before submitting your agency's information for review: The agency/organization must provide services in Georgia, regardless of where the agency is located. Services include emergency support, basic needs, counseling, healthcare, legal/financial support, and children's services. Agencies/organizations will be responsible for updating and maintaining their own information. Failure to update annually will be grounds for removal from the directory. Information is reviewed and approved by your Georgia VINE Team for accuracy before being loaded into the directory. Georgia VINE reserves the right to include or exclude any agency or organization at its discretion.

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director
This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer
This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official
This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant activation must be signed by the authorized official. Once an allocation has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to PAC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: _____

PROJECT TITLE: _____

GRANT NUMBER: _____

☐ Mr.
☐ Ms.

PROJECT DIRECTOR NAME (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

☐ Mr.
☐ Ms.

FINANCIAL OFFICER (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

☐ Mr.
☐ Ms.

Authorized Official (Type or Print)

Title and Agency

Official Agency Mailing Address City Zip

Daytime Telephone Number Fax Number

E-Mail Address

Prosecuting Attorneys' Council of Georgia
VOCA Reimbursement Information Form

AGENCY NAME: _____

Electronic Funds Transfer Reimbursements are required to be made by ACH.

Please provide details for the account to which funds should be deposited. **For reimbursements to be deposited into an account other than the county –e.g. DA's Operating Account, etc.—the County Commission must sign below or submit a letter authorizing such deposits.**

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

Agency Contact Name: _____

Agency Contact Telephone Number: _____

Agency Authorized Official Name and Title: _____

Agency Authorized Official Signature: _____

SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

☐ NEW ☐ EXISTING **SUPPLIER ID NUMBER:** Agency Use Only 0 0 0 0 | | | | | |

SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name:

Doing Business As (dba): if applicable

PHYSICAL ADDRESS DO NOT enter a P O Box

Address 1:

Address 2:

City:

State: **Postal Code:**

ADDITIONAL ADDRESS

Address 1:

Address 2:

City:

State: **Postal Code:**

Contact Email:

Primary Phone #: **Ext:**
☐ Landline ☐ Cell Used for Identity Verification

Secondary Phone #: **Ext:**
☐ Landline ☐ Cell Used for Identity Verification

Driver's License #: For individuals only **DL State:**

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

☐ I do not wish to provide banking information and understand all payments made to me will be via check.

☐ Replace Remittance Address at Loc # With Addr ID #

☐ Replace Invoicing Address at Loc # With Addr ID #

☐ Add New Bank Account ☐ Change Bank Account Enter Loc # Agency Liaisons are required to complete items on this line for bank changes

ROUTING # **NEW ACCOUNT #**

Last Four Digits of Previous Bank Account # For changes only

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE

DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS:

PAYMENT REMIT EMAIL ADDRESS:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer **Signature of Company Officer** **Date**

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- ☐ GA Small Business*
- ☐ GA Resident Business**
- ☐ Not Applicable
- ☐ Women Owned
- ☐ Minority Business Certified
- ☐ Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- ☐ Hispanic – Latino
- ☐ Native American
- ☐ Pacific Islander
- ☐ Prefer Not to Disclose
- ☐ African American
- ☐ Asian American
- ☐ Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) **"Small Business** " means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR $30 million or less in gross receipts per year.

****Georgia resident business** is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

☐ Nonveteran-owned Small Business ☐ Veteran-owned Small Business ☐ Service Disabled VOSB ☐ Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- ☐ **FEI/TIN Change** (Cannot change if supplier is 1099 applicable)
- ☐ **Business Name Change**
- ☐ **1099 Eligible** Cannot change to non-eligible if supplier is already 1099 eligible
  - ☐ **1099 Addr ID #** Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099
  - ☐ **1099 – M Enter Code (Required for Form 1099 – M)** ☐
  - ☐ **1099 – N** Code 01 (01 is the only code available for the 1099 – NEC)
- ☐ **Reactivate Supplier Profile**
- ☐ **Deactivate Supplier Profile** (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- ☐ **Add Additional Business Address** (Enter additional address in Section 1)
- ☐ **Change Existing Business Address**
- ☐ **Change/Add Payment Alt Name to an existing address** (if payable to a different name. DO NOT enter the DBA).
- ☐ **Enter Addr ID # to change:** ☐ **Payment Alt Name:** ☐
- ☐ **Classification Change:** (Agency Liaisons are required to check one for Classification Changes.)
  - ☐ **Attorney** ☐ **HCM** ☐ **Student** ☐ **Supplier Non-minority**
  - ☐ **Gov Non-State of GA** ☐ **Non-Supplier** ☐ **Supplier Minority**
- ☐ **Statewide Contract** (DOAS Use Only)
- ☐ **HCM Vendor**
- ☐ **Other** (Provided details in the Comments section below)
- ☐ **Comments**

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

AGENCY LIAISON NAME	AGENCY LIAISON SIGNATURE	DATE	B/U#

Revised 10/2023

PRINT CLEAR

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for FaithBased and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

_____ _____

Signature Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

AUDIT REQUIREMENTS

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend $500,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local governments that expend less than $500,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements.

[NOTE: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program.]

Please provide the following information:

Period of Fiscal Year: _____

Date of Last Audit: _____

Date of Next Audit: _____

Anticipated Date Next Scheduled Audit Will Be Forwarded to the CJCC: _____

[NOTE: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed $500,000 you may write "Not Applicable" in this space.

CIVIL RIGHTS REQUIREMENTS

Generally, employees and beneficiaries of agencies or organizations that receive federal funding are protected by civil rights laws. These laws prohibit certain types of discrimination in employment practices and in delivery of services. Please list the contact information of the person responsible for civil rights compliance within your organization.

(1) Civil Rights Contact Person: _____

(2) Title/Address: _____

_____

_____

(3) Telephone Number: _____

(4) Number of persons employed by the organizational unit (agency) responsible for administering the sub-grant: _____

For more information regarding civil rights requirements, go to www.ojp.usdoj.gov/ocr/

Suitability for Covered Individuals Who May Interact with Participating Minors.

The Award Condition: Determination of Suitability for Covered Individuals Who May Interact with Participating Minors was incorporated into Department of Justice awards starting in federal fiscal year 2019. If the award condition applies to a subaward, the subrecipient must make a determination of suitability before certain individuals may interact with participating minors. Details of this requirement are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/interact-minors

Name of Organization:
Name of Individual Filling Out Form:

1. APPLICABILITY	YES	NO	NOT APPLICABLE
Is a purpose of some or all the activities to be carried out under the subaward to benefit individuals under 18 years of age?	☐	☐	☐
2. SUBRECIPIENT POLICIES AND PROCEDURES			
2a. Does the subrecipient have written policies that implement this subaward condition?	☐	☐	☐
2b. Do the policies and procedures include each of the following subaward conditions?	☐	☐	☐
➢ A name-based search of the required public sex offender and child abuse registries;	☐	☐	☐
➢ A fingerprint-based search of the required criminal history registries (or similar repositories), covering at least five calendar years preceding the date of the search using current and previous names and aliases);	☐	☐	☐
➢ All searches cover jurisdictions in which covered individuals lived, worked, or went to school during the past five years and win which they are expected to, or are reasonably likely to, interact with participating minors;	☐	☐	☐
➢ Determinations are made prior to a covered individual interacting with participating minors in the course of activities under the subaward; and	☐	☐	☐
➢ Determinations are made within 6 months of completion of the required searches listed in the subaward condition, examined upon learning information that reasonably may suggest unsuitability, and renewed at least every 5 years.	☐	☐	☐

➢ A determination of suitability is prohibited if the covered individual:
- Withholds consent to a required criminal history search;
- Knowingly makes a false statement that affects, or is intended to affect, any required search;
- Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- To the knowledge of the subrecipient, has been convicted --- whether as a felony or misdemeanor --- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law): (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense; (2) rape/sexual assault, including conspiracy to commit rape/sexual assault: (3) sexual exploitation, such as through child pornography or sex trafficking; (4) kidnapping; (5) voyeurism; and/or
  - Is determined by a federal, state, tribal, or local government agency not to be suitable.

3. SUBRECIPIENT PRACTICES	
If the subrecipient does not have written policies or procedures, please describe the practices in making determinations of suitability to interact with minors. Do these practices meet the required elements in question 2b? Yes ☐ No ☐	Click here to enter text.

4. AVAILABILITY OF FINGERPRINT-BASED SEARCHES			
If a fingerprint-based search of criminal history registries is not legally allowable, has the subrecipient documented the legal prohibition?	Yes ☐	No ☐	N/A ☐

5. COVERED INDIVIDUALS *Please provide a list of the individuals who work with minors in your program that must be covered by these clearances. Please provide documentation that you have written determination of their suitability to interact with minors. Please do not include documents that include personally identifiable information beyond the name of the covered individual, the results of required searches, or explanations for unsuitability. Please redact documents as needed.*		
FULL NAME	POSITION/ROLE	Determination of Suitability Format (e.g. email, form etc.)
1.		
2.		
3.		
4.		
5.		
6.		

5a. Were selected determinations made withing 6 months of the required searches, and renewed every 5 years, if applicable? Please provide the dates of the searches here:	Yes ☐	No ☐	N/A ☐
5b. Has the subrecipient re-examined determinations upon learning of information that reasonably may suggest unsuitability and, if appropriate, modified or withdrawn those determinations? Please be prepared to provide documentation of these re-examinations.	Yes ☐	No ☐	N/A ☐
6. PASS THROUGH ADMINISTRATION			
6a. Did the subrecipient pass the award condition to its subrecipients?	Yes ☐	No ☐	N/A ☐
6b. Did the subrecipient monitor award condition compliance by its subrecipients?	Yes ☐	No ☐	N/A ☐

VOCA At-A-Glance: Reporting Requirements & Deadlines

Federal Fiscal Year 2024-2025

I. Activation Packages

Deadline: ***January 31, 2025***
Submit: Refer to the Grant Activation Checklist to ensure proper submission

II. Subgrantee Expenditure Reporting Form (SER)

Deadlines: SER #1 January 15, 2025 (for the period covering Oct. 1 – Dec. 31, 2024)
SER #2 April 15, 2025 (for the period covering Jan. 1 – March 31, 2025)
SER #3 July 15, 2025 (for the period covering April 1 – June 30, 2025)
SER #4 October 15, 2025 (for the period covering July 1 – Sept. 30, 2025)

Submit: By email to sleonides@pacga.org.
Include SER form in Excel format, SER Authorization Form, and receipts to support any expenditure outside of the PERSONNEL category.

III. Victims Services Statistical Report (VSSR)

Deadlines: VSSR #1 January 15, 2025 (for the period covering Oct. 1 – Dec. 31, 2024)
VSSR #2 April 15, 2025 (for the period covering Jan. 1 – March 31, 2025)
VSSR #3 July 15, 2025 (for the period covering April 1 – June 30, 2025)
VSSR #4 October 15, 2025 (for the period covering July 1 – Sept. 30, 2025)

Submit: **Via TRACKER**
***NOTE** Quarter 4 submissions include narrative questions that may require submission of additional documentation. Additional documentation in support of Quarter 4 submissions should be submitted via email to sleonides@pacga.org.*

IV. Subgrantee Adjustment Request (SAR)

Deadlines: Within 14 days of the effective date of any change to your grant.

Submit: By email to sleonides@pacga.org.
Include: SAR form, revised budget, and supporting documentation (e.g. salary authorization forms, job descriptions). MAJOR changes (i.e. reallocating funds between categories) are not permitted in the last 60 days of the grant and must be submitted by July 15, 2025. MINOR changes (e.g. filling vacancies, issuing raises) may be submitted up until the SER #4 deadline

V. 5% Reports (Annual Report and Re-certification)

Deadlines: Annual Report due in Spring 2025. Deadlines set by CJCC.
Annual reporting is annually. Re-certification is every two years (even number years).

Submit: Via CJCC portal. User IDs and Passwords will be sent to your office by CJCC.

VI. Outcome Performance Measurement Surveys (OPMs)

Deadlines: October 31, 2025 (for the period covering October 1, 2024 to September 30, 2025)

Submit: Via the CJCC portal. User IDs and Passwords will be sent to your office in advance of the deadline**.**
Note: *Besides 5%, this is the* ***ONLY*** *report submitted directly to CJCC.*

VII. Volunteer Waiver Forms/Volunteer Affidavits (ONLY if required by CJCC)

Deadlines: October 15, 2025
Required if your office has not used volunteers in any capacity during the grant year

Submit: By email to sleonides@pacga.org along with SER #4

VIII. Training Requirements

All staff who appear on VOCA budgets must meet the following training requirements:

- OVC VAT Online (All VOCA-funded and VOCA-match advocates must earn 40-hours of basic training within the first 12 months of employment. While other courses qualify, the VAT Online is free and can be completed at your convenience)
- Obtain 8-hours of training focused on victim services EACH GRANT YEAR
- Find Help Georgia (VOCA funded advocates should attend a 2-hour virtual workshop)
- CJCC Victims Comp 101 (Required EVERY TWO YEARS for all VOCA-funded and VOCA-match COMP staff and their supervisor)
- Advanced Victims Comp (Required for all designated COMP advocates and their supervisor upon completion of Victims Comp 101)
- OJP Civil Rights Training (Civil Rights Training is required ONE TIME EVERY NEW GRANT YEAR for all VOCA- funded and VOCA-match staff)

For more details or information on the training requirements and resources visit https://pacga.org/about-pacga/departments/victims-advocacy/voca-support-for-prosecutors-offices/voca-training-resources/

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION FROM IRVING TISSUE, IN THE AMOUNT OF $2,000.00, TO THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Irving Tissue has graciously chosen to donate $2,000.00 to the Macon-Bibb County Emergency Management Agency ("EMA"); and

WHEREAS, EMA will use such funds to print and distribute emergency preparedness calendars, featuring artwork by children in Bibb County public schools, to member of the Macon-Bibb County community; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned funds on behalf of EMA; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to accept a donation from Irving Tissue, in the amount of $2,000.00, on behalf of the Macon-Bibb County Emergency Management Agency.

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.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2024.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Accepting Irving Tissue Grant - EMA $2,000.00 12-11-24.Docx

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A BJA FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS, IN THE AMOUNT OF $155,706.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE BIBB COUNTY SHERIFF'S OFFICE TO PURCHASE TECHNOLOGY AND EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Sheriff's Office has been selected to receive a grant from the Department of Justice Office of Justice Programs BJA FY24 Edward Byrne Memorial Justice Assistance Grant Program, in the amount of $155,706.00, with no local match required; and

WHEREAS, The Bibb County Sheriff's Office will utilize the grant funds to purchase a law enforcement surveillance trailer and forensics computer equipment and software; and

WHEREAS, a copy of the grant award notification and grant conditions has been attached hereto as Exhibit A for review and reference purposes and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Bibb County Sherrif's Office; 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 or Sheriff is hereby authorized to accept the Department of Justice Office of Justice Programs BJA FY24 Edward Byrne Memorial Justice Assistance Grant Program grant, in the amount of ONE HUNDRED

FIFTY-FIVE THOUSAND SEVEN HUNDRED SIX DOLLARS AND 00/100 CENTS ($155,706.00), with no local match required, to be used by the Bibb County Sheriff's Office to purchase technology and equipment, upon terms and conditions substantially similar to those provided in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor and the Sheriff 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:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Accepting OJP BJA FY 24 Edward Byrne Memorial Justice Assistance Grant $155,706.00 12-12-24.Docx

EXHIBIT A

Award Letter

December 5, 2024

Dear Lester Miller,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MACON-BIBB COUNTY for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $155,706.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven’t already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
MACON-BIBB COUNTY

UEI
TVNBHEU6LLY9

Street 1
700 POPLAR STREET

Street 2

City
MACON

State/U.S. Territory
Georgia

Zip/Postal Code
31201

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/5/24

Award Type
Initial

Award Number
15PBJA-24-GG-05265-JAGX

Supplement Number
00

Federal Award Amount
$155,706.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice

Assistance Grant (JAG) Program - Local Solicitation

Program Office
BJA

Application Number
GRANT14280713

Grant Manager	Phone Number	E-mail Address
Flora Lawson	202-305-9216	Flora.D.Lawson@usdoj.gov

Project Title
FY2024 BJA Violent Crime Reduction Project

Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2027

Project Description

The Bibb County Sheriff's Office respectfully submits this application for the Bureau of Justice Assistance FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Sheriff's Office requests funding of $155,706 to address violent crime in the Macon-Bibb County community. The project will utilize technology, training, and equipment to enhance proactive policing and investigative capabilities.

Local statistics document the significance of the proposed project. With 2,698 violent crimes committed in 2023, the county's violent crime rate per 100,000 residents of 1,724 represents more than four times the national average of 380. Demographic and economic statistics document the additional challenges faced by the community. These include poverty rates more than double the national average, a population predominately high risk, and a geographic location providing convenient access to High Intensity Drug Trafficking Areas.

While the primary target area includes the local community, the proposed technology and equipment will also enable the Sheriff's Office to more effectively coordinate information with other jurisdictions and agencies to address crime beyond Macon-Bibb County's boundaries.

Monitoring of crime statistics will provide performance measurements to guide decision making as the project progresses and to document the effectiveness of the project. Analysis will include compilation of local statistics and comparisons to historical data and similar data on the state and national level.

The Bibb County Sheriff's Office represents the designated law enforcement agency for Macon-Bibb County. Sheriff David J. Davis will ensure adequate, qualified staffing to support implementation and monitoring of the project. The Bibb County Sheriff's Office consistently receives federal funding for a variety of programs and understands the compliance and reporting requirements associated with

federal programs. The Sheriff's Office will commit the resources necessary to ensure the success of the project.

Utilizing data and innovative approaches provides evidence-informed strategies to reduce crime through tailored, community-centered initiatives. Multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and establish relationships between individuals, law enforcement, and community partners to deliver services that improve the physical, social, and economic conditions that drive violence. The Sheriff's Office will utilize the resources provided with this funding to improve investigative capabilities with the goals to promote civil rights and racial equity, increase access to justice, support crime victims and individuals impacted by the justice system, strengthen community safety, protect the public from crime and evolving threats, and build trust between law enforcement and the community.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Condition 4
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision

shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 8
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined

by the Part 200 Uniform Requirements.

Condition 9
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or

contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 20
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Condition 21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding

agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency

(OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing,

extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 34
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit

organization that he or she may own or operate in his or her name).

Condition 35
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38
Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47
Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any

subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including

properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53
All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54
Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55
Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of

the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56
If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59
Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60
Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and

Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62
Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

Condition 63
Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/2/24 10:31 AM

Authorized Representative

[ ] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Revised 10/02/18

Routing/File Form

Document Type: □ Contract □ Deed ☑ Ordinance □ Resolution □ Grant □ Other
(Check one of the above document types)

PURPOSE: AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ORGANIZATIONAL CHART OF THE COUNTY ATTORNEY'S OFFICE, AS DETAILED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: Approx. $30,000.00

Total Contract Amount: _____

Administering Department or Officer: County Attorney's Office
Contractor(s): N/A

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): Departmental Salaries 100.1530.511200.001

Automatic Renewals: _____ yes _____ no
Number of Renewals: _____ **Final Expiration Date:** _____

	Ordinance/Resolution		Contracts/Other	
Reviewed By:	**Initials**	**Month/Day/Year**	**Initials**	**Month/Day/Year**
Assistant County Att. I,II,III	____	___/___/___	____	___/___/___
Sr./ Ch./Cnty. Attorney	MJM	12/9/24	____	___/___/___
Grant Administrator	____	___/___/___	____	___/___/___
Finance Director	____	___/___/___	____	___/___/___
County Manager	____	___/___/___	____	___/___/___
Mayor	____	___/___/___	____	___/___/___
Clerk of Commission	____	___/___/___	____	___/___/___

Commission Approval ___/___/___

Additional comments, instructions, etc.: _____

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.

K:\Atty\TEMPLATES 2014\Template Routing Sheet, 10-02-18.doc

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ORGANIZATIONAL CHART OF THE COUNTY ATTORNEY'S OFFICE, AS DETAILED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission (the "Commission") did by Ordinance No. O-24-0033 adopt the FY 2025 Budget, said ordinance having become effective on July 1, 2024; and

WHEREAS, the Macon-Bibb County Attorney's Office has developed a robust and meaningful summer internship program, largely in partnership with the Mercer University School of Law, to teach future attorneys about the operations of local government law and the value of a career in public service; and

WHEREAS, the Macon-Bibb County Attorney's Office benefits from these interns by allowing the interns to work under the attorneys' supervision to prepare documents or perform research that can be time-consuming, but is not overly technical or demanding in terms of legal analysis; and

WHEREAS, allocating this portion of the office workload to interns allows the attorneys to focus their efforts on more impactful and significant projects; and

WHEREAS, Mercer University School of Law recently relaxed rules relating to public service externships, so as to allow students working in public service roles to receive both wages and class credit for their labor, thus making a public service practicum course an even more attractive option for law students; and

WHEREAS, the Macon-Bibb County Attorney's Office desires to expand its internship program to allow for paid interns to be placed in the office during the school year, and not just in the summer; and

WHEREAS, the updated organizational chart for the Macon-Bibb County Attorney's Office is attached hereto at Exhibit A, and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The organizational chart for the Macon-Bibb County Attorney's Office is hereby amended by adding two new seasonal intern positions, such that the organizational chart shall become as shown in Exhibit A, attached hereto, and incorporated herein by reference. The Commission hereby approves the Seasonal Interns for a starting salary of $20.00 per hour, with a job description as attached hereto at Exhibit B, and incorporated herein by reference. The Seasonal Intern positions shall be available year-round, but internship periods should generally be broken up in accordance with the academic terms of the major accredited law schools in Georgia. Notwithstanding, Seasonal Interns shall be eligible to work for more than one academic term, where such work is mutually desirable. The Macon-Bibb County Attorney's Office shall have the authority to amend the salary, job description, schedule, and other components of the Seasonal Intern positions from time to time as best required to suit the needs of the office, subject to budgetary limitations.

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, County Attorney, 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.

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 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

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 8.

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

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

EXHIBIT A

County Attorney's Office

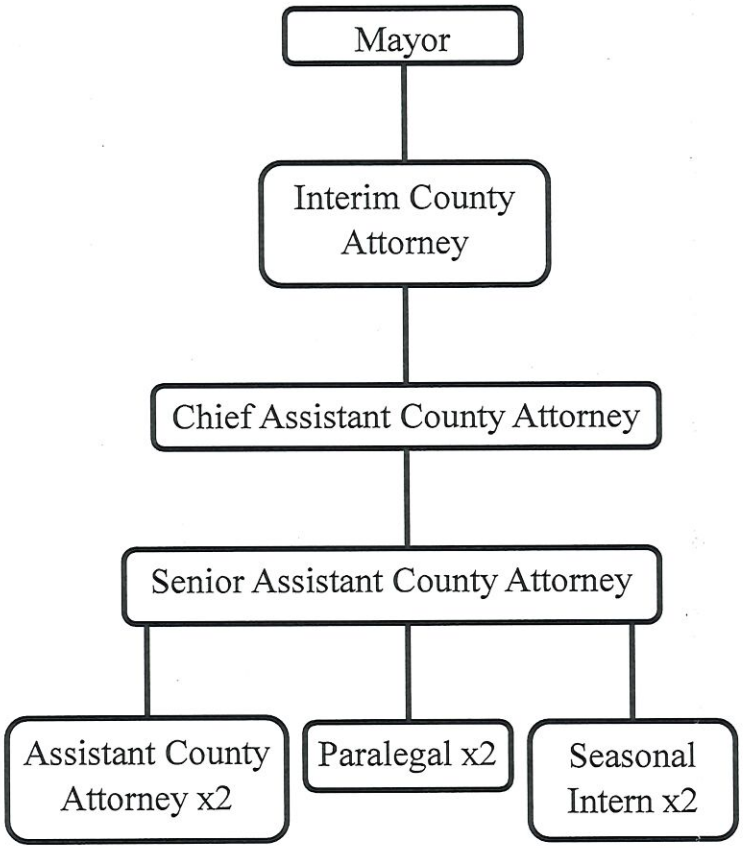


EXHIBIT B

Macon-Bibb County
Job Description

Job Title:	Seasonal Intern
Department:	County Attorney
FLSA Status:	Exempt
Reports To:	Senior Assistant County Attorney
Classification:	Seasonal Part-time
Revision Date:	**12/9/2024**

SUMMARY:

The Seasonal Intern is responsible for assisting attorneys with various legal matters including assisting in the preparation of legal opinions, contracts, and other legal documents; drafting legislation; performing legal research in many areas of the law; assisting in the preparation of and attending various administrative and judicial proceedings; and addressing various legal matters which arise and affect the County on a daily basis.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are representative of the work required for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- The County Attorney's Office has various duties, including litigation, legislation, contract-related, compliance, and operational duties. The Seasonal Intern assists the County Attorney and Assistant County Attorneys with those various duties and functions as needed.
- Litigation duties may include assisting with or performing:
    - Claims and ante litem intake and processing; intake of court and case documents.
    - Case investigations, including witness interviews, drafting and responding to written discovery, and coordinating with other departments to collect evidence and information as needed.
    - Drafting high volumes of legal notices; drafting and responding to case correspondence; communicating, both telephonically and in-person with government employees and the public regarding cases.
    - Trial and appeal preparation and support, including preparing argument and evidentiary notebooks; organizing appellate records; and assisting attorneys during court sessions as needed.
    - Fact research and file organization relating to the County's blight and nuisance initiatives.

- Legislation, contract, and compliance duties may include assisting with or performing:
    - Drafting correspondence, legislation, legal opinions, contracts, and other documents.
    - Perform legal research in many areas of the law, including the interpretation and applicability of local, state, and federal laws, administrative regulations, and judicial procedures relating to the Mayor, Board of Commissioners, and various County departments.
    - Review and interpret various contracts and legal documents.
    - Attend Board of Commissioners meetings and various County committee meetings as a secondary legal advisor.
    - Review and interpret various contracts and legal documents.
    - Work with the public on general complaints and matters of County business.
    - Conduct real estate title research and real estate transactions.
    - Advise various departments and agencies on general County procedures and specific job-related matters that arise from day to day.
    - Work with state and federal legislators to prepare relevant legislation.

KNOWLEDGE, SKILLS, AND ABILITIES:

The Seasonal Intern must be or become knowledgeable of the following principles, procedures, and concepts:

- Knowledge of English grammar and spelling.
- Knowledge of personal computers and relevant office software.
- Proficiency with Westlaw Edge, Microsoft Office Suite, and Adobe Acrobat Pro.
- Ability to type quickly and effectively.
- Ability to communicate effectively orally and in writing on complex legal subjects.
- Ability to work courteously with others and maintain effective working relationships with elected officials, administrative officials, local government staff, vendors, and members of the general public.
- Ability to analyze, appraise, and organize facts, evidence, and precedents and to effectively present such material orally and in writing.
- Knowledge of local, state and federal laws, across many fields of legal practice.
- Knowledge of County ordinances and an understanding of their accepted interpretations.
- Ability to draft in-office memos, legal instruments, proposed legislation, and legal opinions.
- Ability to conduct legal research online.
- Ability to accomplish assigned tasks under limited supervision and under short deadlines.

MINIMUM EDUCATION, TRAINING AND/OR EXPERIENCE TO PERFORM ESSENTIAL JOB FUNCTIONS:

The Seasonal Intern must be a current student at an ABA-accredited law school and possess the required knowledge, skills, and abilities to successfully perform the duties and responsibilities of the position.

PREFERRED QUALIFICATIONS

In addition to professional experience and other qualifications, preference may be given to applicants based on their law school grades and class rank; participation in mock trial, moot court, or any law review or scholarly journal; professional leadership experience; or those who have a special interest in Macon-Bibb County.

NECESSARY SPECIAL REQUIREMENTS:

- Possession of a valid Georgia Motor Vehicle Operator's License.

SUPERVISORY CONTROL AND RESPONSIBILITIES:

None.

TRAVEL:

The Seasonal Intern is required to travel minimally,,but may be required to do so on occasion.

(ADA) MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

LANGUAGE SKILLS:

Ability to read and understand written materials in English. Ability to effectively communicate information to supervisors, employees, and the general public.

MATHEMATICAL SKILLS:

Ability to work with basic mathematical concepts such as addition, subtraction, multiplication, and division.

COMMUNICATION SKILLS:

Must be able to effectively communicate orally and in written form in a professional manner in order to give or exchange information, resolve problems, and/or provide service. In addition, this position requires extensive contact with other employees and the general public, often involving problem-solving circumstances.

REASONING ABILITY:

Ability to interpret and understand a variety of forms, reports, manuals, state and federal statutes, regulations, local ordinances, and case law, and other means of instruction and guidance.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This position requires light demands with intermittent sitting, standing, walking, computer use, and occasional lifting of lightweight objects.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The work environment is primarily an indoor office work area.

PROFESSIONALISM AND ETHICS:

The ability to maintain the highest standards of professionalism and decorum, including under the State Bar of Georgia Rules of Professional Conduct, and strictly following the same ethical standards imposed upon attorneys practicing law in Georgia.

FINANCIAL SKILLS:

The ability to understand and apply basic financial concepts, such as budgets, credits, debits, payments, and rates of payment.

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO IMPOSE, LEVY, AND COLLECT A SPECIAL PURPOSE LOCAL OPTION SALES TAX WITHIN MACON-BIBB COUNTY CONDITIONED UPON APPROVAL BY A MAJORITY OF THE QUALIFIED VOTERS RESIDING WITHIN MACON-BIBB COUNTY VOTING IN AN ELECTION THEREON TO BE HELD ON MARCH 18, 2025; TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION DEBT OF MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission, the governing body of Macon-Bibb County (the "**Commission**"), has considered and evaluated the provisions of Ga. Code Ann. §§ 48-8-110 to 124 (2024) (the "**Act**"), which authorizes a one-percent county special purpose local option sales tax for various capital outlay projects and purposes, including the retirement of previously incurred general obligation debt, and has considered the effects of the implementation of such county special purpose local option sales tax (the "**SPLOST**") upon the County and its residents; and

WHEREAS, in accordance with Ga. Code Ann. § 48-8-111.1 (2024), "Application of Article to Consolidated Government," a county special purpose local option sales tax proposed by a consolidated government is not subject to any maximum period of time for which the tax may be levied if general obligation debt is to be issued in conjunction with the imposition of the tax; and

WHEREAS, there is currently being collected in the County a SPLOST, which began on April 1, 2018, and is expected to terminate on September 30, 2025, as approved by a majority of the voters of Bibb County voting in an election held for such purpose on November 8, 2016; and

WHEREAS, the Commission has determined that it is in the best interest of the citizens of the County that the SPLOST be re-imposed at the earliest possible time for the purposes described in the Notice of Election (the "**Notice of Election**") attached hereto as Exhibit A; and

WHEREAS, if the SPLOST is approved by the voters on March 18, 2025 (the "**Election Date**"), it will be imposed on October 1, 2025, or upon the earlier termination of the SPLOST currently being collected; and

WHEREAS, the Commission wishes to seek approval by the voters on the Election Date so that the needed purposes described in Exhibit A can be funded as soon as possible; and

WHEREAS, the Commission recognizes that in order to facilitate the acquisition, construction, and equipping of the projects it may be necessary for the County to issue general obligation debt for such purposes; and

WHEREAS, the projects shall be funded from proceeds of the SPLOST and from the proceeds of any general obligation debt issued in anticipation of collection of the SPLOST in the order of priority determined by the Commission to be in the best interest of the citizens of the County; and

WHEREAS, the Commission desires to provide the voters of the County with the opportunity to vote pursuant to law in favor of or against the imposition of the SPLOST and the issuance of general obligation debt in anticipation of the collection thereof; and

WHEREAS, the Commission has determined, and it is hereby declared, that during each year in which any payment of principal of or interest on such general obligation debt will come due, the County will receive from the SPLOST authorized by this resolution, net proceeds sufficient to fully satisfy the County's obligation with respect to payment of such principal and interest on a current basis;

NOW, THEREFORE, BE IT RESOLVED by the Commission, in a public meeting assembled, and it is hereby resolved by the authority of the same that:

1. The Commission, subject to the assent of a majority of the qualified voters of the County voting in an election for such purpose, shall impose within the County a SPLOST for the raising of Four Hundred and Fifty Million Dollars and no Cents ($450,000,000.00) for the acquisition of the capital outlay projects and the retirement of debt of the County set forth in the Notice of Election attached hereto and made a part hereof as Exhibit A, which projects are for the use and benefit of the citizens of the County.

2. In accordance with Ga. Code Ann. § 48-8-111.1, the SPLOST shall terminate as of the end of the calendar quarter during which the Revenue Commissioner determines that the tax will have raised revenues sufficient to provide to the County net proceeds equal to or greater than the amount specified as the maximum amount of net proceeds to be raised by the tax.

3. If the SPLOST is to be imposed, the County, acting by and through the Commission, may issue general obligation debt in an aggregate principal amount not to exceed One Hundred Million Dollars and no Cents ($100,000,000.00) (the "**SPLOST Bonds**"). The proceeds from such general obligation debt, if issued, shall be used to fund a portion of the capital outlay projects of the County described in the Notice of Election. The maximum rate or rates of interest on such debt shall not exceed six percent (6%) per annum. The maximum amount of principal to be paid in each year during the life of the debt shall be as follows:

Year	Principal Amount Maturity
2026	$7,825,000
2027	8,900,000
2028	9,450,000
2029	9,650,000
2030	9,750,000
2031	10,095,000
2032	10,320,000
2033	10,545,000
2034	11,450,000
2035	12,015,000

The Commission may issue aggregate general obligation debt which is less than One Hundred Million Dollars and no Cents ($100,000,000.00) and reduce the principal amounts maturing which are shown above.

4. The proceeds of the SPLOST and the proceeds of general obligation debt to be incurred (the "**SPLOST Bonds**") shall be applied in the manner, in order of priority and in such amounts as the Commission may determine prior to or during the acquisition, construction, and equipping of the projects. Any such SPLOST Bonds shall be dated, shall bear interest at such rates, and shall mature and be payable on such terms and conditions as shall be determined by resolution of the Commission adopted prior to the issuance and delivery of the SPLOST Bonds. The maximum rates of interest the SPLOST Bonds will bear and the amount of principal to be paid in each year during the life of the debt are set forth in the Notice of Election. SPLOST Bonds may be issued as one or more series or issues of bonds not to exceed the aggregate principal amount

approved by the voters.

5. A copy of this resolution shall be delivered to the Macon-Bibb County Board of Elections and said board, as election superintendent, is requested to issue the call for the election to be held on March 18, 2025, for the purpose of submitting the question of the imposition of the SPLOST to the voters of the County. Such call shall be issued not less than 30 days prior to the date of the election. The election superintendent shall cause the date and purpose of the election to be published not less than 30 days prior to the election and once a week for at least four weeks immediately preceding the date of the election in the official organ of the County and the Notice of Election will be substantially in the form attached hereto and made a part hereof as Exhibit A.

6. All qualified voters desiring to vote in favor of imposing the tax shall vote "Yes" and all qualified voters opposed to levying the tax shall vote "No." If more than one-half of the votes cast are in favor of imposing the tax, then the tax shall be imposed as provided by Georgia law. Otherwise, the tax shall not be imposed and the question of imposing the tax shall not again be submitted to the voters of the County until after 12 months immediately following the month in which the election is to be held. The election superintendent shall hold and conduct the election under the same rules and regulations as govern special elections. The election superintendent shall canvass the returns, declare the results of the election, and certify the result to the Secretary of State and to the Commissioner of the Department of Revenue of the State of Georgia.

7. If more than one-half of the votes cast for the question are in favor of imposition of the tax, then the authority to issue debt in accordance with Ga. Const. Art. IX, S. IV, Para. I is given to the Commission without further approval by the voters; otherwise, such debt shall not be issued. If a court of competent jurisdiction rules that proceeds from the SPLOST or proceeds from the SPLOST Bonds may not be spent on one or more of the projects approved by the voters or any portion of such projects such ruling shall not affect the collection of the tax and the expenditure of such proceeds on the remaining projects or any portions thereof.

8. The SPLOST Bonds and their issuance and validation shall be subject to Ga. Code §§ 36-82-1 to 47 (2024), except as specifically provided otherwise by the Act. Such general obligation debt shall be payable first from an account into which shall be deposited all net proceeds received by the County from the SPLOST. Such account shall be kept separate and apart from other funds of the County and shall not be commingled with other funds of the County prior to expenditure. No part of the net proceeds from the tax received in any year shall be used for such

other purposes until all debt service requirements of the SPLOST Bonds for that year have first been satisfied from the account in which the proceeds of the tax are placed. Such general obligation debt shall, however, constitute a pledge of the full faith, credit, and taxing power of the County. Any liability on such debt which is not satisfied from the proceeds of the tax authorized by the SPLOST, shall be satisfied from the general funds of the County.

9. Any net proceeds of the SPLOST received by the County in excess of the amounts required for payment of the SPLOST Bonds and the costs of the projects approved by the voters shall be used for the purpose of reducing indebtedness of the County other than indebtedness incurred pursuant to the Act but specifically including indebtedness consisting of intergovernmental contract supported revenue bonds. If there is no such other indebtedness or, if the excess proceeds exceed the amount of any such other indebtedness, then the excess proceeds shall next be paid into the general fund of the County to be used for the purpose of reducing ad valorem taxes.

10. The Clerk of Commission is hereby authorized and directed to deliver a certified copy of this resolution to the Macon-Bibb County Board of Elections.

11. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with (a) the calling and holding of the special election, (b) the imposition of the SPLOST, (c) the validation of the SPLOST Bonds, and (d) the expenditure of SPLOST proceeds for the purposes described herein.

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:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

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EXHIBIT A

EXHIBIT A

NOTICE OF COUNTY SPECIAL PURPOSE LOCAL OPTION SALES TAX ELECTION ON MARCH 18, 2025

Pursuant to a resolution adopted on December 17, 2024, by the Macon-Bibb County Commission (the "**Commission**"), the governing body of Macon-Bibb County, a consolidated government of the State of Georgia (the "**County**"), and a call for an election issued by the Macon-Bibb County Board of Elections, as Election Superintendent for the County, notice is hereby given as follows:

1. On March 18, 2025, a special election will be held in the County to submit to the qualified voters of the County the following question:

( ) Yes

( ) No

Shall a special 1 percent sales and use tax be imposed in Macon-Bibb County for the raising of $450,000,000 for the purpose of funding the following: a capital outlay project or projects consisting of road, street, or bridge purposes, which purposes may include paving, street lights, sidewalks, bicycle paths, or other pedestrian, public, or user safety enhancements, or any combination of such purposes; a capital outlay project or projects consisting of public safety facilities, capital equipment used for public safety purposes, or, in the operation of public safety facilities, or any combination of such purposes; a capital outlay project or projects for economic development purposes to create jobs or promote private investment, which purposes may include airport facilities or any transportation facility designed for the transportation of people or goods, or capital equipment used for, or in the operation of, such facilities, or a combination of such projects; a capital outlay project or projects consisting of administrative buildings, a civic center, a convention center, a coliseum, local or regional solid waste handling facilities, local or regional recovered materials processing facilities, a local or regional jail, correctional institution, or other detention facility, a judicial facility, or any combination of such projects; a capital outlay project or projects consisting of a recreational facility or a historic facility or a facility for some combination of such purposes, which purposes may include a park or greenspace, or both; a water capital outlay project, a sewer capital outlay project, a water and sewer capital outlay project, a stormwater capital outlay project, or a combination of such projects, to be owned or operated or both by Macon-Bibb County or the Macon Water Authority; retiring previously incurred general obligation debt or revenue bond debt secured by intergovernmental contract or a combination of such purposes; or any combination of two or more of the foregoing capital outlay projects, which may include any necessary demolition.

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Macon-

Bibb County in the principal amount not to exceed $100,000,000 for a portion of the above-described capital outlay projects.

2. All qualified voters desiring to vote in favor of imposing the tax shall vote "Yes" and all qualified voters opposed to levying the tax shall vote "No." If more than one-half of the votes cast are in favor of imposing the tax, then the tax shall be imposed beginning October 1, 2025, or upon the earlier termination of the SPLOST currently in effect.

3. To the extent available, the County may combine available funds from the State of Georgia, the United States, or any other source with proceeds from the special sales and use tax and general obligation debt, and any other funds available to the County, to pay the costs of the capital outlay projects described in this notice, and the Commission may use reasonable discretion to choose which capital outlay projects to undertake or not undertake or to delay until additional funding is available to the extent that proceeds of the special sales and use tax and general obligation debt, together with other available funds actually received by the County, are insufficient to complete any of the projects described in this notice.

4. Plans and specifications for the capital outlay projects have not been completed and bids have not been received. Depending upon acquisition and construction costs and available funds, the Commission may add to, modify, or delete specific projects, respectively.

5. If such special sales and use tax is to be imposed, the County, acting by and through the Commission, may issue general obligation debt in an aggregate principal amount not to exceed $100,000,000. The proceeds from such general obligation debt, if issued, shall be used to fund all or a portion of the capital outlay projects of the County described in the foregoing question. The maximum rate or rates of interest on such debt shall not exceed six percent (6%) per annum. The maximum amount of principal to be paid in each year during the life of the debt shall be as follows:

Year	Principal Amount Maturity
2026	$7,825,000
2027	8,900,000
2028	9,450,000
2029	9,650,000
2030	9,750,000
2031	10,095,000
2032	10,320,000
2033	10,545,000
2034	11,450,000
2035	12,015,000

The Commission may issue aggregate general obligation debt that is less than $100,000,000 and reduce the principal amounts maturing which are shown above.

6. Reference is hereby made to the Ga. Code Ann. § 36-82-1(d) (2024), which provides in part that any brochures, listings, or other advertisements issued by the Commission or by any other person, firm, corporation, or association, with the knowledge and consent of the Commission, shall be deemed to be a statement of intention of the Commission concerning the use

of bond funds.

7. The last day to register to vote in the election is February 18, 2025. Anyone desiring to register may do so by applying in person at the current voter registration office located at 3661 Eisenhower Parkway, Suite MB101, Macon, Georgia 31206, or by any other method authorized by the Georgia Election Code.

8. Early voting shall be allowed in accordance with Georgia law. The polls will be open from 7:00 a.m. until 7:00 p.m. on the election day.

9. If more than one-half of the votes cast in the County are in favor of imposition of the SPLOST, then the authority to issue debt on behalf of the County in accordance with Ga. Const. Art. IX, S. V, Para. I is given to the Commission; otherwise, such debt shall not be issued.

This _____ day of _____, 202__.

(FORM)_____
Joel Hazard, Chair
Macon-Bibb County Board of Elections

To be published _____, 202__.

CLERK'S CERTIFICATE

Now comes the undersigned Clerk of Commission of Macon-Bibb County, Georgia (the "**County**"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Macon-Bibb County Commission in a public meeting properly and lawfully held and assembled on Tuesday, December 17, 2024, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Ga. Code Ann. § 50-14-1 (2024).

(SEAL)

_____

Janice Ross, Clerk of Commission

STATE OF GEORGIA

ORDER

COUNTY OF BIBB

The Macon-Bibb County Board of Elections having been furnished with a certified copy of the resolution of the Macon-Bibb County Commission adopted on _____, 202__, requesting the undersigned to call an election on _____, 20____, relative to the imposition of a special sales and use tax described in said resolution, does hereby call said election on _____, 20____, and orders and directs that the form of election notice contained in said resolution and required by law to be published in connection with the election be published as provided by law.

This _____, 202__.

(SEAL)

_____

Joel Hazard, Chair
Macon-Bibb County Board of Elections