



Board of County Commissioners Pre-Commission Meeting

May 20, 2025 | 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 Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the April 15, 2025 Pre-Commission meeting
(Sponsored by:)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Christele Nicolas-Parham To The Macon-Bibb County Library Board Of Trustees
(Sponsored by:)

4. New Alcohol Beverage Licenses

- a. Midtown Daiquiri Bar and Grill located at 4376 Log Cabin Drive Macon, GA

(Sponsored by: Lester M. Miller, Mayor)

- b. Food Mart located at 1436 Forsyth Street, Macon, GA 31201

The license was previously denied. After review, it is a brand new store. Legal has talked to the owners about vice marts v food marts. They've since acquired fresh food. Code enforcement has done 2 more inspections and they've had the food required of food marts. Legal recommends approval now.

(Sponsored by: Lester M. Miller, Mayor)

- c. Food Center #1 located at 277 Walnut Street Macon, GA 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- d. The Juicy Crab located at 168 Tom Hill Sr. Blvd, Macon, GA 31210
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- e. Chevron Riverside located at 2650 Riverside Drive, Macon, GA 31204
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- f. Solo Mart located at 4555 Mercer University Drive, Macon, GA 31210
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)
- g. SP Sports Bar located at 4755 Chambers Road, Macon, GA 31206
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Additional Juvenile Justice Incentive Grant Funding From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$144,971.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Knight Foundation Grant, In The Amount Of \$34,800.00, With No Local Match, For Macon-Bibb County To Hire A Firm To Assist In The Recruitment And Hiring Of A New Chief Information Officer; Authorizing The Mayor To Execute An Agreement With Raftelis, Inc., In The Amount Of Approximately \$34,800.00, For The Aforementioned Purpose, To Be Paid From The Aforementioned Funds (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Grant From The National Center For Safe Routes To School, In The Amount Of \$9,839.70, With No Local Match Required, To Be Used By Macon-Bibb County Traffic Engineering To Improve Intersections And Install Creative Crosswalks On Anthony Road; (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Motivating Youth Foundation, Inc. To Provide Crime Prevention And Case Management Services Through Its Adult Readiness Program, In An Annual Amount Of \$135,000.00, To Be Paid From The American Rescue Plan Grant Fund – Arp – Contract Labor Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Macon Area Habitat For Humanity, Inc., Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$325,703.00 For The Construction Of Three New Single-Family Residential Homes (Sponsored by: Lester M. Miller, Mayor)

6. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Approving The Proposed Schedule Of Fees For Environmental Health Services To Be Provided By The Macon-Bibb County Board Of Health At A Rate Of Approximately 85% Of Actual Service Costs, Effective June 9, 2025, As Detailed Herein (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Kompan, Inc., In The Amount Of \$150,687.36, For The Purchase And Installation Of Playground Equipment At Tattnall Square Park, To Be Paid From The Capital Improvements Fund – Recreation – Machinery – Equipment Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With CDW G Computer, In The Amount Of \$40,000.00, For The Provision Of Professional Services Consulting, Payable From The General Fund – Information Technology – IT – Web Applications – Professional Services – Consulting Fees Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order To Southern Computer Warehouse, In The Amount Of \$245,366.27, For The Purchase And Installation Of Verkada Security Cameras At Frankie E. Lewis And Cliffview Parks, To Be Paid From Sponsored Programs (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With 1 Accord Technologies For The Purchase And Implementation Of Two Gateway Firewall System Upgrades For Essential Internet Security Controls, In The Amount Of \$168,415.44, To Be Paid From The I.T. – Security & Infrastructure – Repairs & Maintenance – Computer Hardware Line Item; (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution of the Macon-Bibb County Commission authorizing the Mayor to transfer 4.00 acres of real property, more or less, located at 151 Madison Street to the Macon Housing Authority for a sale price of \$500,000. (Sponsored by: Lester M. Miller, Mayor)

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Fire Department Budget, From The Small Equipment And Improvements – General Line Item To The Repairs And Maintenance – Vehicles – Outside Contracts Line Item, In The Amount Of \$40,000.00 For The Purpose Of Funding Budget Overages (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From Local Victim Assistance Program Funds To The District Attorney's Office Budget – Contingencies Line Item, In The Amount Of \$25,000.00, For The Provision Of Victim Assistance Services (Sponsored by: Lester M. Miller, Mayor)

8. Special Purpose Local Option Sales Tax

- a. A Resolution Of The Macon-Bibb County Commission Of Macon-Bibb County, Georgia With Respect To The Election On March 18, 2025 Held To Determine The Continuation Of The Special Purpose Local Option One Percent Sales And Use Tax Currently In Effect In Macon-Bibb County And The Issuance Or Non-Issuance In An Amount Not To Exceed \$100,000,000 Of General Obligation Debt Of Macon- Bibb County, Georgia; (Sponsored by: Lester M. Miller, Mayor)

9. Executive Session

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

10. Presentation of the FY26 Budget

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
April 15, 2025 – 4:30 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on April 15, 2025 at 4:30 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

OTHERS PRESENT

Cass Hatcher, CEO, River Edge

STAFF PRESENT

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Anna Kersey-Weckstein, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist
Emily Hopkins, Communication Specialist
Wanzina Jackson, Manager, ECD
Charlotte Woody, Asst. Manager, ECD

1. Call to Order

Mayor Lester M. Miller

2. Presentations

3. Approval of Minutes

- a. Approval of minutes from the April 1, 2025 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Stewart and carried unanimously, the minutes from the April 1, 2025 meeting were approved.

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Kelly

Potts And Reappointing Liana Rogers And Todd Dixon As Members On The Region 5 Emergency Medical Services Council (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution of the Macon-Bibb County Commission Appointing Kelly Potts And Reappointing Liana Rogers And Todd Dixon As Members On The Region 5 Emergency Medical Services Council was approved.

5. New Alcohol Beverage Licenses

- a. Bombay Curry d.b.a. Dream SAJ Corporation located at 3292 Bloomfield Village Drive, Macon, GA 31206

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

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the new alcohol beverage license for Bombay Curry d.b.a. Dream SAJ Corporation located at 3292 Bloomfield Village Drive, Macon, GA 31206 was approved.

Legal recommends approval.

- b. Macon Mercer 3737 LLC located at 3737 Mercer University Drive, Macon, GA 31204

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

On motion of Commissioner Howell, seconded by Commissioner Wilder and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Macon Mercer 3737 LLC located at 3737 Mercer University Drive, Macon, GA 31204 was approved.

Legal recommends approval.

- c. Dueling Piano Bar located at 570 Mulberry Street, Macon, GA

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

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the new alcohol beverage license for Dueling Piano Bar located at 570 Mulberry Street, Macon, GA was approved.

Legal recommends approval.

- d. Sunny Bait Live located at 6024 Moseley Dixon Road, Macon, GA 31220

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

On motion of Commissioner Wilder, seconded by Commissioner Bryant and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Sunny Bait Live located at 6024 Moseley Dixon Road, Macon, GA 31220 was approved.

Legal recommends approval.

- e. Final Denial of New Alcohol Beverage License for New Start Food Mart LLC dba Kitchen Pride

Legal recommends Denial

(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the Final Denial of New Alcohol Beverage License for New Start Food Mart LLC dba Kitchen Pride was approved.

Legal recommends Denial

6. Community Development Block Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$100,000.00, To Provide Diagnosis And Treatment For Chronic And Acute Conditions (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution by the Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$100,000.00, To Provide Diagnosis And Treatment For Chronic And Acute Conditions was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central

Georgia, Inc. Granting A Community Development Block Grant - Coronavirus (CDBG-Cv) Funding In The Amount Of \$38,500.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations Within A 12-Month Period (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Valerie Wynn, Commissioner, Donice Bryant, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant - Coronavirus (CDBG-Cv) Funding In The Amount Of \$38,500.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations Within A 12-Month Period was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With United Way Of Central Georgia, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$72,290.00, To Provide Meals, Paper Goods, And Disposable Cleaning Supplies For Residents Of Brookdale Resource Center (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner, Raymond Wilder, Commissioner)

On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With United Way Of Central Georgia, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$72,290.00, To Provide Meals, Paper Goods, And Disposable Cleaning Supplies For Residents Of Brookdale Resource Center was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$16,494.00, To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$16,494.00, To Provide Mentoring Services To At-Risk Youth was approved.

- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc.

Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$15,790.95, To Provide Eligible Families With Daycare Assistance; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding, In The Amount Of \$15,790.95, To Provide Eligible Families With Daycare Assistance was approved.

- f. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With River Edge Foundation, Inc., In The Amount Of \$180,000.00, To Be Paid From Federal Home Program & Community Block Development Grant Funds; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With River Edge Foundation, Inc., In The Amount Of \$180,000.00, To Be Paid From Federal Home Program & Community Block Development Grant Funds was approved..

7. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Or Issue A Purchase Order To LFG Specialties, LLC – An Aptim Company - For The Purchase Of A Landfill Flare System, In The Amount Of \$285,220.00, To Be Paid From The SPLOST 2018 Fund – Closure And Post-Closure Care –Closure – Machinery & Equipment Line Item; (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 Mayor To Execute An Agreement With Or Issue A Purchase Order To LFG Specialties, LLC – An Aptim Company - For The Purchase Of A Landfill Flare System, In The Amount Of \$285,220.00, To Be Paid From The SPLOST 2018 Fund – Closure And Post-Closure Care –Closure – Machinery & Equipment Line Item was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Intergovernmental Contract With The Macon-Bibb County Urban Development Authority To Provide For The Issuance Of Bonds, The Acquisition Of A Parking Garage, And The Making Of Certain Payments Concerning The Bonds, And To Enter Into A Pilot Agreement With The Macon-Bibb County Urban Development Authority, Gateway/75,

LLC, The Bibb County School District, The Macon-Bibb County Board Of Tax Assessors, And The Macon-Bibb County Tax Commissioner To Provide For Certain Payments In Lieu Of Taxes On Certain Parcels, All In Furtherance Of The DT Walton Development Project Containing A Parking Garage, Mixed Used Retail, And Multifamily Elements; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Hulett and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Intergovernmental Contract With The Macon-Bibb County Urban Development Authority To Provide For The Issuance Of Bonds, The Acquisition Of A Parking Garage, And The Making Of Certain Payments Concerning The Bonds, And To Enter Into A Pilot Agreement With The Macon-Bibb County Urban Development Authority, Gateway/75, LLC, The Bibb County School District, The Macon-Bibb County Board Of Tax Assessors, And The Macon-Bibb County Tax Commissioner To Provide For Certain Payments In Lieu Of Taxes On Certain Parcels, All In Furtherance Of The DT Walton Development Project Containing A Parking Garage, Mixed Used Retail, And Multifamily Elements was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Rumcreek Enterprises, LLC For The Provision Of Construction Manager Services For Certain Airport Construction Projects; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the Resolution by the Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Rumcreek Enterprises, LLC For The Provision Of Construction Manager Services For Certain Airport Construction Projects was approved..

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Blue Cedar Counseling, LLC In The Amount Of \$1,000 Per Week For The Provision Of Clinical Treatment Assessor Services For The State Court Of Bibb County Probation Office, To Be Paid From The General Fund - State Court Probation – Professional Services Other Line Item (Sponsored by:)

On motion of Mayor Miller, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Blue Cedar Counseling, LLC In The Amount Of \$1,000 Per Week For The Provision Of Clinical Treatment Assessor Services For The State Court Of Bibb County Probation Office, To Be Paid From The General Fund - State Court Probation – Professional Services Other Line Item was approved.

8. Special Purpose Local Option Sales Tax

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Poolside Inc. For The Resurfacing Of The Delores A Brooks Recreation Center Pool, In The Amount Of \$123,336.00, To Be Paid From The SPLOST 2018 Fund – Recreation – East Macon Rec – Property Line Item; (Sponsored by: Lester M. Miller, Mayor, Stanley Stewart, Commissioner)

On motion of Commissioner Bailey, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Poolside Inc. For The Resurfacing Of The Delores A Brooks Recreation Center Pool, In The Amount Of \$123,336.00, To Be Paid From The SPLOST 2018 Fund – Recreation – East Macon Rec – Property Line Item was approved

9. Executive Session

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

On motion of Commissioner Wilder, seconded by Commissioner Hulett and carried unanimously, the meeting went into Executive Session for the reasons listed above.

On motion of Commissioner Wilder, seconded by Mayor Pro Tem Clark and carried unanimously the Executive Session was adjourned.

10. Add Item to Agenda

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the following item was added to the agenda.

- a. An Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$225,000.00 From General Fund – Fund Balance To The County Attorney's Office Budget – Judgments And Losses Line Item For The Purpose Of Paying For The Settlement Of Legal Claims; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and

carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Appropriation Of \$225,000.00 From General Fund – Fund Balance To The County Attorney’s Office Budget – Judgments And Losses Line Item For The Purpose Of Paying For The Settlement Of Legal Claims was approved.

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 JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
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**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
CHRISTELE NICOLAS-PARHAM TO THE MACON-BIBB COUNTY LIBRARY
BOARD OF TRUSTEES; AND FOR OTHER LAWFUL PURPOSES.**

WHEREAS, Section 2-831 of the Macon-Bibb County Code of Ordinances provides that the Macon-Bibb County Library Board of Trustees shall consist of nine members who shall be appointed by the governing authority of Macon-Bibb County, in accordance with the Charter; and

WHEREAS, Section 2-832 of the Macon-Bibb County Code of Ordinances provides that all members of the Macon-Bibb County Library Board of Trustees shall serve five (5) year terms; and

WHEREAS, Section 2-833 of the Macon-Bibb County Code of Ordinances provides that after a trustee has served a full five (5) year term, he or she may not be reappointed to the Board of Trustees unless and until one-year has elapsed; and

WHEREAS, Christele Nicolas-Parham has been recommended for appointment to succeed Janice Habersham, whose term is set to expire June 1, 2025; and

WHEREAS, Christele Nicolas-Parham meets all requirements necessary for appointment, has expressed her interest and willingness to serve on the Macon-Bibb County Library Board of Trustees, and has submitted her resume and Certificate of Good Standing, attached hereto as Exhibit A for 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 Christele Nicolas-Parham is hereby

appointed to serve as a member of the Macon-Bibb County Library Board of Trustees for a five (5) year term, with said term to begin June 2, 2025, and expire June 1, 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.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Appointing Christele Nicolas-Parham to Library Board of Trustees 5-12-25.docx

EXHIBIT A



Christele Nicolas-Parham, MBA

Innovation Consultant | Ecosystem Builder

To create an innovative future that benefits us all, we must establish equitable pathways where the pain points scarring communities are understood through an empathy lens, activating innovators, creatives, and entrepreneurs closest to the solutions. By creating safe spaces for these individuals to build, we impact the well-being of communities and positively influence the economy, transforming areas into thriving hubs.

As someone passionate about fostering equitable pathways for individuals from diverse backgrounds to fuel innovation, this mission has guided my work. At Ham Designs, I support organizations leading social impact initiatives by developing empathy-driven digital solutions. Through Macon Black Tech, I provide essential resources and training to early-stage founders, helping them scale their businesses from ideas to sustainable MVPs, thereby empowering the local tech community in Middle Georgia. As the owner of CrateX, a coworking and event space in downtown Macon, I fostered a collaborative environment to attract and support entrepreneurs and professionals.

✉ christele@hamdesigns.co ☎ 478-578-8910 🌐 /in/christele-nicolas

Core Competencies

- **Curator and Creator of Data-Driven Initiatives:** Spearheading human-centered design initiatives that leverage data analytics to enhance user engagement and operational efficiency.
- **Project Management:** Proficient in overseeing projects from inception to completion, ensuring deliverables meet quality standards and timelines.
- **Process Improvement:** Skilled in identifying and implementing process enhancements that increase efficiency and reduce costs while maintaining high-quality outcomes.
- **Strategy & Operations:** Experienced in developing strategic approaches that optimize organizational effectiveness and drive business goals.
- **Community Organizer:** Adept at mobilizing community resources, fostering collaborations, and building strong networks to support and advance community initiatives.
- **Staff and User Training:** Experienced in designing and delivering training programs that enhance skills, improve performance, and ensure understanding of complex systems.
- **Design Thinking:** Utilize design thinking methodologies to solve problems creatively and innovate user-centric solutions.
- **Research Studies:** Skilled in conducting comprehensive research studies that inform strategy development and contribute to evidence-based decision making.

Educational Training

Mercer University School (MBA)

- A specialized program formed by Navicent Health and Mercer University with a Healthcare focus

Florida Atlantic University High School

- Bachelors in Accounting

Professional Experience

Navicent Health/ Atrium Health Financial Audit/ Innovation Delivery Specialist

2014-2020

- **Customer Discovery and Patient Journey Mapping:** Led the design and implementation of patient journey mapping projects, effectively documenting and analyzing customer interactions to enhance the delivery of healthcare services. Spearheaded proof of concept initiatives to demonstrate feasibility and effectiveness of proposed solutions.
- **Proof of Concept Coordination:** Coordinated with clinical and business units across the continuum of care to develop and execute proof of concept strategies that aligned with organizational goals, ensuring seamless integration and operational excellence.
- **Revenue Cycle Auditing:** Conducted comprehensive audits of the Revenue Cycle processes to identify and rectify billing errors and insurance denials, significantly reducing financial discrepancies and improving accuracy in patient billing.
- **Staff Training:** Developed and delivered targeted training programs for staff, enhancing their competencies and understanding of new systems and processes, thereby improving overall operational efficiency.
- **Collaborative Protocol Development:** Collaborated with key stakeholders to draft and finalize protocols for Institutional Review Board (IRB) review and approval, ensuring all research activities met rigorous ethical and regulatory standards.

Entrepreneurship Experience

Ham Designs Founder/Chief Innovation Officer Present

- Lead innovation consulting to enhance organizational processes through technology.
- Curate and manage processes for city-led initiatives, enhancing community engagement and effectiveness.

- Develop and oversee virtual event planning and management, ensuring high-quality, engaging online experiences.
- Design and implement data dashboards to monitor and report on project metrics effectively.
- Conduct workshops and team training sessions to foster skills development and promote continuous learning.
- Oversee research projects to inform strategy and decision-making.

Macon Black Tech Co- Founder

2019- present

- Drive ecosystem building by providing tech and innovation resources through dynamic programming and curriculum development.
- Plan and execute a variety of events, ensuring objectives are met and stakeholders are engaged.
- Develop and manage programs that support the growth and development of entrepreneurs within the tech sector.
- Lead fundraising initiatives and develop strategic partnerships with national brands to enhance resource availability and program reach.
- Design and implement the MBT Accelerator Program, including curriculum development for entrepreneurs and effective resource matchmaking.
- Manage budgeting, team onboarding, and partner relations to ensure program success

HamTech Solutions Co-founder

Jan. 2013 to 2022

- Spearheaded strategic planning and project management, ensuring alignment with business goals and seamless execution.
- Served as the Creative Director, leading design and innovation in product and service offerings.
- Directed business development and sales strategies, significantly expanding market reach and customer engagement.
- Oversaw customer service operations to ensure client satisfaction and loyalty.

Programs

Goldman Sachs (2022)

One Million Black Women
Graduate June 2022

Resource (2021)

Village Capital and Black
Innovation Alliance Program

Center for Black Innovation Fellow (2021)

Center for Black Innovation
Program

Awards

- **2022 5 under 40**
 - Macon Magazine
- **Young Business Leader of the Year (2021)**
 - Greater Macon Chamber of Commerce
- **Emerging Leader(2021)**
 - NewTown Macon

Portfolio

Macon-Bibb Equity Hub

- Developed brand
- Conducted foundational research and led the development of the organization's website, creating a digital platform that effectively communicates the mission and impact of the equity initiatives.
- Designed and implemented comprehensive data dashboards that visualize critical metrics and outcomes, enhancing transparency and stakeholder engagement.

Macon Mental Health Matters

- Developed the innovation framework that guides the organization's approach to mental health solutions in the community. Spearheaded multiple research projects that identify needs and measure the effectiveness of various interventions, directly impacting community health strategies.

On The Table

- Organized and facilitated community-wide discussions that provided insights into local issues and fostered community-driven solutions. Enhanced public engagement through effective event planning and stakeholder communication.

Macon Black Tech

- Co-founded this initiative to boost the local tech ecosystem by providing essential resources, training, and support to aspiring entrepreneurs. Oversaw program development and strategic partnerships, significantly impacting the tech community's growth.

MaconThon

- Developed and managed a comprehensive accelerator program under Macon Black Tech, designing curricula and resources specifically for tech entrepreneurs. Led fundraising and resource allocation to support sustainable startup growth.

Articles

2022 Highlights of Macon Black Tech

Village Capital Macon Black Tech Profile

The Telegraph Article about Macon Black Tech

Certifications

- Design Thinking
- Lean Green Belt

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Christele Parham

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 X	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

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

Ham Designs, Macon Black Tech, Crate X. Additional owners: Ariane Parham

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.

Christele Parham
Christele Parham

Print and Sign Name

Sworn to and subscribed before me this
14th day of February, 2025.

Sheila F. Griggs
Notary Public

My commission expires: 8/20/2025



ADDED TO THE MAY 20TH PRE-COMMISSION AGENDA

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

BUSINESS

Federal Tax ID #: _____ State Tax ID #: _____
 Business Name: Midtown Daquinn Bar & Grill LLC Corporate and Trade Name: _____
 Local Business Address: 4376 Log Cabin Dr Macon GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: Same
 Local Business Phone #: [REDACTED] Address (City State Zip) _____
 Email Address: midtown478@gmail.com
 Contact Person: Althea Poole Contact Phone #: [REDACTED]

AGENT

Agent's Name: Althea Poole Agent's Title: _____
 Date of Birth: [REDACTED] Social Security Number: _____
 Home Address: [REDACTED] City: Macon State: GA Zip: 31204
 Home Phone #: [REDACTED] Email: midtown478@gmail.com
 Mailing Address: 4376 Log Cabin Dr 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. 12/24

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Alethea Mae Poole</u>			
Home Address: [REDACTED]			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>Black</u>	[REDACTED]	[REDACTED]

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

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

A Poole
Signature

2/20/25
Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

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

- 1) ~~_____~~ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) _____ 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: Midtown Daquiri Bar & Grill

Printed Name of Applicant: Alethea Poole

*Signature of Applicant: A Poole

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20 DAY OF February, 2025.

St John
NOTARY PUBLIC

3/24/26
MY COMMISSION EXPIRES

Shemicka Cantrell Johnson
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 03/24/2026

MEASUREMENT FORM

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

APPLICANT: ALETHEA POOLE
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 4376 LOG CABIN DR.
BUSINESS NAME: MIDTOWN DAIQUIRI BAR & GRILL

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)

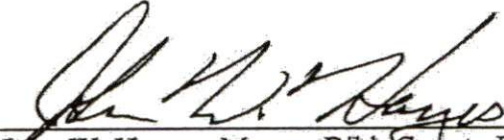
☒ X Comply ☐ Does not comply

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:

2/7/25

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Middtown Daquiri Bar & Grill
4376 Log Cabin Drive

13,000' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

3,550' — MHA housing unit property line

Martin Place

OK!
Paul J. Hornowski
February 7, 2025



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: 2019-00021175 **DATE OF ISSUE:** 8/7/2019
ISSUED TO NAME: Midtown Daiquiri Bar & Grill
OWNER'S NAME: R & L PROPERTIES INC
PROPOSED USE: Midtown Daiquiri Bar & Grill
ADDRESS OF PROPOSED USE: 4376 LOG CABIN DR
STRUCTURE: EXISTING
MAP/PARCEL: M083-0251 **ZONING DISTRICT:** C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and departmental approvals, Midtown Daiquiri Bar & Grill is granted approval to operate from the location provided. 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. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 2/3/2020 THIS PERMIT IS NULL & VOID

APPROVED BY: Butch Sementilli

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.

RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Comm/Industr/Institutional	Alcohol Consumed on Premises	\$150.00	\$150.00
Comm/Industr/Institutional	COMMERCIAL/INDUSTRIAL/INSTITUTIONAL	\$525.00	\$525.00
	TOTALS:	\$675.00	\$675.00

Control Number : 19106765

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF REINSTATEMENT

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

Midtown Daiquiri Bar & Grill LLC
a Domestic Limited Liability Company

was formed on 08/06/2019, and later administratively dissolved on 09/13/2024. Said entity has filed an application for reinstatement and has paid all fees and penalties due to the Secretary of State. Attached hereto is a true and correct copy of said application.

WHEREFORE, said entity is hereby reinstated as of 02/20/2025, having met the requirements for reinstatement under Title 14 of the Official Code of Georgia Annotated. The reinstatement shall relate back to and take effect as of the date of the administrative dissolution and the entity may resume its business as if the administrative dissolution had never occurred.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **02/24/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Application for Reinstatement*****Electronically Filed*****Secretary of State****Filing Date: 2/20/2025 5:36:34 PM****BUSINESS INFORMATION**

BUSINESS NAME : Midtown Daiquiri Bar & Grill LLC
CONTROL NUMBER : 19106765
BUSINESS TYPE : Domestic Limited Liability Company
ADMINISTRATIVE DISSOLUTION DATE : 09/13/2024

Ground(s) for the administrative dissolution either did not exist or have been eliminated. All taxes owed by the entity have been paid.

ADDRESS AND REGISTERED AGENT AT TIME OF ADMINISTRATIVE DISSOLUTION

PRINCIPAL OFFICE ADDRESS : 4376 Log Cabin Dr, Macon, GA, 31204, USA
REGISTERED AGENT NAME : Alethea Poole
REGISTERED OFFICE ADDRESS : 4376 Log Cabin Dr, Macon, GA, 31204, USA
REGISTERED OFFICE COUNTY : Bibb

UPDATES TO ADDRESS AND REGISTERED AGENT

PRINCIPAL OFFICE ADDRESS : 4376 Log Cabin Dr, Macon, GA, 31204, USA
REGISTERED AGENT NAME : Alethea Poole
REGISTERED OFFICE ADDRESS : 4376 Log Cabin Dr, Macon, GA, 31204, USA
REGISTERED OFFICE COUNTY : Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : alethea poole
AUTHORIZER TITLE : Registered Agent

Ownership Disclosure Form

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

Business:

Trade Name: Midtown Daquiri Bar & Grill Name of Corporation: Midtown Daquiri Bar & Grill LLC
 If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Aletha Poole Telephone Number: [REDACTED]
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Residential Street Address: [REDACTED] Macon GA 31206
 Mailing Address: 4376 Log Cabin 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): 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: _____

Application Instructions

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

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

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

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

ADDITIONAL DOCUMENTS TO BE SUBMITTED

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

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

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

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

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

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Alethea

Last Name : Poole

Home Address : [REDACTED]

City : Macon

State : GA

Zip : 31206

Home Phone # : [REDACTED]

Email : meekjohnson@icloud.com

Mailing Address : [REDACTED]

City : Macon-Bibb County

State : GA

Zip : 31206

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:

S.A.V.E.

(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS

O.C.G.A. § 50-36-1 (e) (2) Affidavit

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

Are you a U.S. citizen?

citizen : Yes

Certification

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

Applicant Signature : alethea poole



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ALETHEA POOLE

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-29

Serial No.

cert_wmkg7d89





Alethea Poole



AH000231
ALCOHOL HANDLER
EXP: 12/31/2025

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (this "Lease") dated this 1st day of July, 2024

BETWEEN:

R & L Properties of Macon Ga
Telephone: (478) 733-3747 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

Midtown Daiquiri Bar & Grill of 4376 Log Cabin Dr Macon Ga 31204
Telephone: [REDACTED] Fax: _____
(the "Tenant")

OF THE SECOND PART

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

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 4376 Log cabin Dr, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to

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

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the building at 4376 Log cabin Dr.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the building municipally described as 4376 Log cabin Dr, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
Operating as Daiquir Bar & Grill.

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

3. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord, which permission may be unreasonably withheld. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

Term

4. The term of the Lease commences at 12:00 noon on July 1, 2024 and ends at 12:00 noon on June 30, 2030.
5. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
6. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.
7. Notwithstanding that the term of this Lease commences on July 1, 2024, the Tenant is entitled to possession of the Premises at 12:00 noon on July 1, 2019.
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,300.00, payable per month, for the Premises (the "Base Rent"). In addition to the Base Rent, the Tenant will pay the following taxes to the Landlord: REL Properties
10. The Tenant will pay the Base Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord.

11. The Tenant will be charged an additional amount of \$100.00 for any late payment of Rent.

Use and Occupation

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

Advance Rent

14. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

Quiet Enjoyment

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

Distress

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

law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

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

Additional Rights on Reentry

18. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such

other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

- 19. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Tenant Improvements

- 20. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

- 21. The Tenant is responsible for the direct payment of all utilities in relation to the Premises.

Insurance

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

Attorney Fees

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

Governing Law

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

Severability

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

Assignment and Subletting

26. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

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

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

Care and Use of Premises

28. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
29. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
30. The Tenant will not engage in any illegal trade or activity on or about the Premises.
31. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

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

Hazardous Materials

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

Rules and Regulations

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

General Provisions

35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 15 day of July, 2024

R & L Properties (Landlord)

B Mann
(Witness)

Per: Elaine Humphreys (SEAL)

Midtown Daiquiri Bar & Grill (Tenant)

Amber Lamb
(Witness)

Per: Aetha Polk (SEAL)

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE

DL



Governor: *B. Perdue*

4d DL NO [REDACTED] 3 DOB [REDACTED]
9 CLASS C 4b EXP 05/09/2025
2 ALETHEA MAE
1 POOLE

Commissioner: *Spencer R. Moore*



8 [REDACTED]
MACON, GA 31206-4623
BIBB
12 REST B
9a END NONE
4a ISS 11/07/2019
15 SEX F 18 EYES BRO
16 HGT 5'-05" 17 WGT 195 lb 05/09/1962

Alethea Poole

5 DD 398631757620035376

♥ ORGAN DONOR

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: Alethea Poole Date: 2/20/25
 Business Name: Midtown Daquiri Bar & Grill

I hereby certify that Alethea Poole (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 20 day of February, 2025.
SC Johnson
 Notary Public

Shemicka Cantrell Johnson
 NOTARY PUBLIC
 Bibb County, GEORGIA
 My Commission Expires 03/24/2026
3/24/26
 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: Alethea Poole Date: 2/20/25
 (If different from Agent)

Title: Owner

Business Name: Midtown Daquiri Bar & Grill

I hereby certify that Alethea Poole (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 20 day of February, 2025.
SC Johnson
 Notary Public

Shemicka Cantrell Johnson
 NOTARY PUBLIC
 Bibb County, GEORGIA
 My Commission Expires 03/24/2026
3/24/26
 My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:

Midtown Daquiri Bar & Grill

Business Address:

4376 Log Cabin 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.*

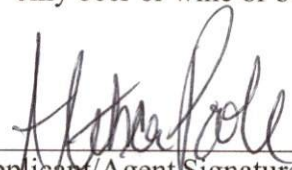
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

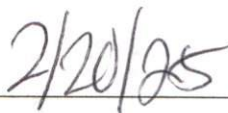
If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be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

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


Applicant/Agent Signature


Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name:

Milton Daquin Bar & Grill

Business Address:

4376 Log Cabin 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.

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.

Aletha Poole
Applicant/Agent Signature

2/20/25
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.


Signature

Althea Poole
Print Name

2/20/25
Date



Alcohol License Questionnaire

Name of Business: Midtown Daquiri Bar & Grill
 Owner's Name: Alethea Poole
 Address: 4376 Lee Cabin Dr
Macedonia 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

Alethea Poole
Signature

Alethea Poole
Print Name

2/20/2025
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name:

Mikhael Daigueri Bar & Grill

Business Address:

4376 Log Cabin 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

[Signature]
Applicant/Agent Signature

2/20/25
Date

Macon-Bibb County Certificate of Good Standing

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

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

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

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

Aletha Poole
Print and Sign Name

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

Carla Spencer
Notary Public
My commission expires: _____

Carla Spencer
NOTARY PUBLIC
Muscogee County, GEORGIA
My Commission Expires 04/25/2026

Macon-Bibb County Certificate of Good Standing

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

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

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

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

Elaina Livingston Elaina Livingston
Print and Sign Name

Sworn to and subscribed before me this

20 day of February, 2025.

Shemicka Cantrell Johnson
Notary Public

My Commission Expires:

Shemicka Cantrell Johnson
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 03/24/2026



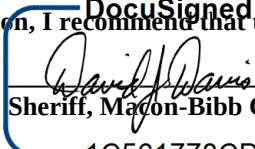
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Alethea Poole – Fingerprints Completed: 02.28.25

Business Name: Midtown Daiquiri Bar and Grill

Business Address: 4376 Log Cabin Dr Macon Ga 31204

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/13/2025 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/15/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist



ADDED TO THE MARCH 18TH PRE-COMMISSION AGENDA

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
☐ *Distilled Spirits C.O.P.	\$2,900	☐ *Malt C.O.P.	\$800	☐ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ 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
\$ 2000

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 99-2104966 State Tax ID #: 20296245867
 Business Name: SONAL 1436 LLC Corporate and Trade Name: SONAL 1436 LLC
 Local Business Address: 1436 Forsyth St, Macon GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: SAME (City State Zip)
 Local Business Phone #: 229.529.4346 Email Address: james@passkeyvirtual.com
 Contact Person: James Hamp Contact Phone #: 478-228-4600

AGENT

Agent's Name: SONAL PATEL Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 120 Madison North Dr City: MAcon State: GA Zip: 31220-7626
 Home Phone #: 229.529.4346 Email: james@passkeyvirtual.com
 Mailing Address: 120 Madison North Dr City: MAcon State: GA Zip: 31220-7626

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:
 Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	SONAL PATEL		
Home Address:	120 Madison North Dr, Macon GA 31220-7626		
Sex	Race	Date of Birth	Social Security Number
F	Asian		

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

Soneel Patel
Signature

Aug 29, 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

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

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

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

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

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

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

Business Name: SONAL 1436 LLC

Printed Name of Applicant: SONAL PATEL

*Signature of Applicant: Sonal Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF August, 2024.

[Signature]
 NOTARY PUBLIC

My Commission Expires:

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident
Employment Eligibility: Employment Authorized - Indefinite
The applicant has a status of Lawful Permanent Resident. Persons with Lawful Permanent Resident status have the right to live and work in the United States. Please follow your agency's policy to determine whether the applicant is eligible to receive the benefit they applied for.

SAVE Response Details

Case Verification
Number: 0024285171334YV
Class of
Admission (COA)
Code: SU7
Pending
Applications: N-400
Response Date: 10/16/2024

Agency Submitted Details

Full Name: Sonalben Patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Special
Comments: Driver's License and Resident Card
Initiated On: 10/11/2024
Initiated By: JWES0305
Point of Contact
Name: Jasmine West
Point of Contact
Phone Number: (478) 621-6567
Requested
Benefits: Occup. Tax Cert.
Attached
Document: Yes

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



MEASUREMENT FORM

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

APPLICANT: SONAL PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 1436 FORSYTH ST.
BUSINESS NAME: SONAL 1436 LLC

To Be Completed by County Engineer

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

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

Date: 10/10/24

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

RETAIL SALES of 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

- Sonal 1436 LLC*
1436 Forsyth Street
 2,200' — SCHOOL GROUND property line
St. Peter Claver School
 2,300' — SCHOOL BUILDING
St. Peter Claver School
 500' — COLLEGE CAMPUS property line
Mercer University - intramural fields
 6,850' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Highway
 1,650' — PUBLIC LIBRARY or BRANCH building
Washington Memorial
 1,650' — MACON-BIBB COUNTY HOUSING AUTHORITY property
#1130 Oglethorpe Street
 1,050' — CHURCH (building)
St. Paul's Episcopal Church
 650' — CHURCH GROUNDS
St. Paul's Episcopal Church
 6,600' — M-B COUNTY RECREATION CENTER property
Frank Johnson Recreation Center
 OK — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

I found no vice mart etc within 2,500' feet of this location. Applicant self identifies as a "Vice Mart"

OK!
Paul J. Hornowski
October 9, 2024

APPLICATION FOR AFFIDAVIT

DATE: 9/30
8/14/24

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: X

BEER _____

BEER X

WINE _____

WINE X

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: SONAL 1436 LLC

LOCATION OF BUSINESS: 1436 Forsyth St, Macon GA 31201

PERSON APPLYING FOR AFFIDAVIT: SONAL PATEL

TELEPHONE: 229-529-4346

EMAIL ~~jha~~ james@passkeyvirtual.com

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



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
147001	598236	Print Legal Ad-IPL01971540 - IPL0197154		\$46.36	1	28 L

Attention: James Hamp
Passkey Virtual Assistant Services
3875 Mercer University Dr
Macon, GA 31204

james@passkeyvirtual.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR **Beer and 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 9, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Sonal 1436 LLC, 1436 Forsyth 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 October 2, 2024, Sonal Patel, Applicant, Applicant
IPL0197154
Oct 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:

10/02/24, 10/09/24

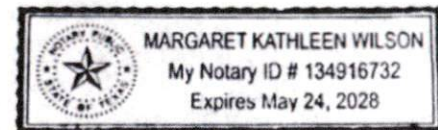
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

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

Margaret K. Wilson

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-854	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 05/09/2023
ISSUED TO NAME:	Sonal Patel	
	Sonal 1436 LLC	
PROPERTY OWNER'S NAME:	SONAL 1408 LLC	
PROPOSED USE:	New: Commercial, Industrial, or Institutional	
	Convenience store with alcohol ptg (no fuel sales or canopy)	
ADDRESS OF PROPOSED USE:	1436 FORSYTH ST	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	Q073-0374	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, department approvals on file and plans submitted; approval is granted to allow a 3,000 sf convenience store with alcohol packaged to go. There will be two 1,500 sf lease spaces provided for future tenants. Each lease space is required to obtain a zoning compliance prior to occupying the space. No cooking allowed in the convenience store any meal prep will require health department approval. No fuel sales/ canopy and no outside storage, sales, or display authorized. Driveway access through 1408 Forsyth St is not allowed. 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 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. Parking is limited to the requirements of section 26.03(4)(e), any business in the lease spaces not classified in the this section are subject to different parking requirements. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 12/31/2024

APPROVED BY: Butch Sementilli

NOTICE

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

SONAL 1436 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/21/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/25/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 3/21/2024 1:11:45 PM

BUSINESS INFORMATION

CONTROL NUMBER 24059999
BUSINESS NAME SONAL 1436 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 03/21/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 1436 FORSYTH ST, MACON, GA, 31201, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SONAL PATEL	1436 FORSYTH ST, MACON, GA, 31201, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
SONAL PATEL	ORGANIZER	120 MADISON NORTH DR, MACON, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE SONAL PATEL
AUTHORIZER TITLE Organizer

Ownership Disclosure Form

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

Business:

Trade Name: SONAL 1436 LLC Name of Corporation: SONAL 1436 LLC

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

Individual:

Name and Title: SONAL PATEL, Owner Telephone Number: 229-529-4346

Date of Birth: 4/10/ Social Security Number: [REDACTED]

Residential Street Address: 120 MADISON North DR, MACON GA 31220-7626
P.O. Box Not Allowed (City State Zip)

Mailing Address: 120 Madison North Dr, Macon GA 31220-7626
(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: 1
 - o Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - o Corporate Officer: Yes _____ No _____
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: SONAL Last Name: PATEL
Home Address: 120 MADISON North Dr City: MAcon State: GA Zip: 31220-7626
Home Phone #: 229.529.4346 Email: james@passkeyvirtual.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 120 Madison North Dr City: MAcon State: GA Zip: 31220-7626

- ☐ 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.

Sonal Patel
Applicant's Signature

8/29/24
Date

I hereby certify that Sonal 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 29 day of August, 20 24

[Signature]
Notary Public

My Commission Expires

Rev. 7/2021

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

SONALBEN PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-10-08

Serial No.

cert154kd2vq7





Sonalben Patel



AH000018

ALCOHOL HANDLER

EXP: 12/31/2025

Type: GEORGIA LAND RECORDS
Recorded: 8/9/2022 5:16:00 PM
Fee Amt: \$310.00 Page 1 of 3
Transfer Tax: \$285.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID: 4955302188

BK 11349 PG 129 - 131

For official use by Clerk's office only

Return to:

MARTIN SNOW, LLP
T. BARON GIBSON, II
240 Third Street
Macon, Georgia 31201
G0439.62126

STATE OF GEORGIA)
)
COUNTY OF BIBB) **LIMITED WARRANTY DEED**
) (Corporate Deed)

THIS INDENTURE, made this 29th day of July, 2022, by and between **A.J.M.D. Macon, LLC**, a Georgia limited liability company or corporation, of the first part, and **Sonal 1408 LLC**, of the second part;

WITNESSETH:

That first party, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto second parties/parties, his/her/their heirs and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in the City of Macon, County of Bibb, and State of Georgia and being a part of the resubdivision of Lots 1, 2, and 3 of the Northwest Commons of said City and being designated on a plat of said resubdivision which plat is of record in the Clerk's Office of Bibb Superior Court in Book of Plat 4, page 122, re-recorded in Plat Book 10, Page 164 and know as Lots 2, 3, 4, 5, 6, 19, 20, 21, and 22. Reference to said plat being made for the purpose of furnishing a more complete and accurate description of the property hereby conveyed.

Said property is conveyed together with all improvements located thereon, including the building known under the present numbering system as **1436 Forsyth Street**, Macon, Bibb County in Deed Book 2966, Page 170 to which specific reference is made.

Said property is the same property conveyed to A.J.M.D. Macon, LLC by deed dated October 9, 2015, and recorded in Deed Book 9553, Page 308, Clerk's Office, Bibb Superior Court.

Map/Parcel No. Q073-0374

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of second party/parties, his/her/their heirs and assigns, and first party, for itself, its successors and assigns, shall warrant and forever defend the right and title to the above described property unto second party/parties, his/her/their heirs and assigns, against the claims of all persons claiming by, through or under first party.

IN WITNESS WHEREOF, first party has caused these presents to be executed in its corporate name by its duly authorized officers, under seal, the day and year first above written.

FIRST PARTY

Signed, sealed and delivered in the presence of:

A.J.M.D. Macon, LLC

Unofficial Witness

By:

Eli Mazon

(L.S.)

Title: Manager

Notary Public

My commission expires:

(Notarial Seal)



PT-61 (Rev. 2/18)

To be filed in **BIBB COUNTY**

PT-61 011-2022-005589

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME A.J.M.D. Macon, LLC				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 706 Nostrand Drive				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$285,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Brooklyn, NY 11216 USA		DATE OF SALE 7/29/2022		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Sonal 1408 LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 1408 Forsyth Street				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$285,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Macon, GA 31201 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$285.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 1436		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Forsyth Street			SUITE NUMBER
COUNTY BIBB		CITY (IF APPLICABLE) Macon		MAP & PARCEL NUMBER Q073-0374	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE 08/09/2022	DEED BOOK 11349	DEED PAGE 129	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

2/3

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: S. J. Patel Date: 10-30-2024

Business Name: SONAL 1436 LLC

I hereby certify that SONAL 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 31st day of Oct, 2024.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: S. J. Patel Date: 10-30-2024
(If different from Agent)

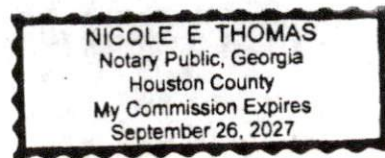
Title: Owner

Business Name: SONAL 1436 LLC

I hereby certify that S. J. 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 31st day of Oct, 2024.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SONAL 1436 LLC

Business Address: 1436 FORSYTH 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.

Business Type ID Form
Page 1
Rev. July 2021

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☒ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Somuel Putei
Applicant/Agent Signature

8/29/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

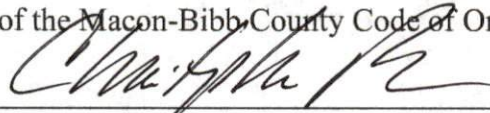
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Sonal 1436 LLC

Business Address: 1436 Forsyth St, 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

10/21/24
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.

Soneel Patel
Applicant/Agent Signature

12-10-2024
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

<u>Sonal Patel</u>	<u>SONAL PATEL</u>	<u>8/29/24</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: SONAL 1436 LLC
 Owner's Name: SONAL PATEL
 Address: 120 MADISON NORTH DR
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? \$ 163,921

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

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

N/A

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

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

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

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

Sonal Patel
Signature

SONAL PATEL
Print Name

8/29/24
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: SONAL 1436 LLC

Business Address: 1436 Forsyth Dr, 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

Sonnet Patel
Applicant/Agent Signature

8/29/24
Date

Armed Security

Personnel Required

Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

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

N/A

Macon-Bibb County Certificate of Good Standing

*Planned
pay over*

1. Name and Title of the applicant: SONAL 1436 LLC
 2. Name of the subject of this Certificate, if different from the applicant:
SONAL 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% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

NONE

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.

Sonal Patel

Print and Sign Name
SONAL PATEL

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

Notary Public

My Commission Expires:

Page 2 of 2

Rev. April 2022
See O-22-0011

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026



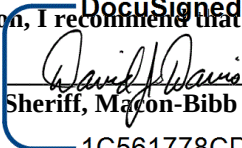
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Sonalben Patel – No Fingerprints Needed, already an agent

Business Name: Sonal 1436 LLC DBA Food Mart

Business Address: 1436 Forsyth St, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	12/13/2024 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/13/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends denial of this application. Business self-identifies as a Vice Mart. On two separate occasions, Code Enforcement determined that business is operating as a vice mart, without the fresh food required of a food mart.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist



ADDED TO THE MAY 6, 2025 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.

\$ 1250.00 Alcohol License Fees + \$400 Application Fee = \$ 1650.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

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:

AL LICENSE APPLICATION SUPPLEMENTAL PACKET.pdf

Business Information

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

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

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

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

Business Name (DBA) : FOOD CENTER #1

Corporation Name : SSE GAS INC

Business Address : 277 WALNUT ST

City : MACON

State : GA

Zip : 30188

Mailing Address : 3505 KOGER BLVD STE 360

City : MACON

State : GA

Zip : 30188

Local Business Phone # : (213) 447-2370

Email : KIMSANDCOMPANY@GMAIL.COM

Owner Name : ALEX KANG

Owner Phone # : (213) 447-2370

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☒

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☐

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001522

Agent's First Name : ALEX

Agent's Last Name : KANG

Agent's Home Phone # : (213) 447-2370

Job Title : MANAGER

Agent's Home Address : 6827 GAINES CREEK RD

City : COLUMBUS

State : GA

Zip : 31904

Social Security Number :

License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Malt Packaged to Go - \$800

License Fee : Wine Packaged to Go - \$700

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : ALEX KANG

Date

Today's Date : 02/10/2025

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.

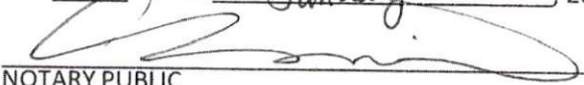
Business Name: SSE GAS INC

Printed Name of Applicant: ALEX SUNGYOON KANG

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF January, 2025.


 NOTARY PUBLIC

8-29-2028
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Alex Kang

PROPOSED LICENSE: BEER AND WINE PACKAGE TO GO

BUSINESS LOCATION: 277 Walnut Street, Macon, GA 31201

BUSINESS NAME: SSE Gas Inc, Food Center #1

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.

☒ X 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.

☒ X Comply ☐ Complies , but does not comply with other restrictions

☐ Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

☒ X Comply ☐ Does Not Comply ☐ Not Applicable

By:

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

Date:

2/25/25

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

Food Center #1 (SSE Gas Inc.)
 #277 Walnut St (on building)
 (#180 MLK Blvd. on Q-Public)
 4,100' — SCHOOL GROUND property line
 St. Joseph Catholic School
 4,100' — SCHOOL BUILDING
 St. Joseph Catholic School
 COLLEGE CAMPUS property line
 * 140' — Mercer Un. - #250 MLK Blvd
 1,350' — Mercer Un. - #433 Cherry St
 3,500' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Hwy.
 5,200' — PUBLIC LIBRARY or BRANCH building
 Washington Memorial
 600' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Central City Apartments
 1,500' — #137 Mulberry St.
 CHURCH (building)
 Christ Church Episcopal
 1,550' — CHURCH GROUNDS
 Christ Church Episcopal
 8,100' — 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"

* Refer to
 Attorneys
 Office
 Paul J. Hornowski
 February 25, 2025



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
151252	635569	Print Legal Ad-IPL02170270 - IPL0217027		\$65.00	1	28 L

Attention: Won Kim

Won Kim
3505 Koger Blvd Ste 360
Duluth, GA 30096

kimsandcompany@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer and 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 February 19, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SSE Gas Inc Dba Food Center #1, 277 Walnut 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 February 12, 2025. Alex Kang,
Applicant
IPL0217027
Feb 12, 19 2025

To Whom It May Concern:

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

2 insertion(s) published on:

02/12/25, 02/19/25

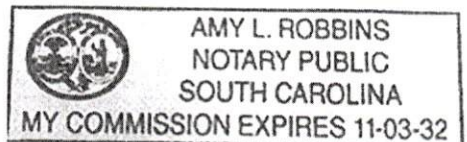
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 19th day of February in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County



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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2086	PERMIT TYPE: Permitted Use	DATE ISSUED: 12/30/2024
PARCEL NO: R0730133	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Alex Kang SSE Gas Inc. DBA Foodcenter #1	
PROPOSED USE:	Change of ownership c-store w fuel sales and alcohol ptg	
ADDRESS OF PROPOSED USE:	180 MARTIN LUTHER KING JR BLVD AKA 277 Walnut St	
PROPERTY OWNER'S NAME:	CENTRAL GEORGIA COMMERCIAL PROPERTIES LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a convenience store with fuel sales and alcohol packaged to-go in an existing commercial building. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/30/2025

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **SSE Gas Inc.**

Control Number: **24136055**

Business Type: **Domestic Profit
Corporation**

Business Status: **Active/Owes Current
Year AR**

NAICS Code: **Retail Trade**

NAICS Sub Code: **All Other General
Merchandise Retailers**

Principal Office Address: **6827 Gaines Creek
Road, Columbus, GA,
31904, USA**

Date of Formation /
Registration Date: **7/10/2024**

State of Formation: **Georgia**

Last Annual Registration
Year: **NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Alex Kang**

Physical Address: **6827 Gaines Creek Road, Columbus, GA, 31904, USA**

County: **Muscogee**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: FOOD CENTER #1 Name of Corporation: SSE GAS INC

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

Individual:

Name and Title: ALEX KANG / PRESIDENT Telephone Number: () 213-447-2370

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

Residential Street Address: 6827 GAINES CREEK RD., COLUMBUS, GA 31904

Mailing Address: 3505 KOGER BLVD STE 360, DULUTH, GA 30096

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

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 : ALEX

Last Name : KANG

Home Address : 6827 GAINES CREEK RD

City : COLUMBUS

State : GA

Zip : 31904

Home Phone # : (213) 447-2370

Email : KIMSANDCOMPANY@GMAIL.COM

Date of Birth : [REDACTED]

Social Security # : [REDACTED]

Mailing Address : 3505 KOGER BLVD STE 360

City : DULUTH

State : GA

Zip : 30096

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

DL ALEX KANG.pdf

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

saveAffidavit:

SAVE EFFIDAVIT.pdf

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:

passport photo.jpg

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 : ALEX SUNGYOON KANG

Date

Enter Today's Date : 02/07/2025



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

ALEX SUNGYOON KANG

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-02-06

Serial No.

cert_v29sqrhf





Alex Kang



AH001522

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE ABSTRACT— MACON ACQUISITION - 277 Walnut St. - cstore

ACCOUNTING													
Landlord:	Current Landlord: Central Georgia Commercial Properties LLC Original Landlord: Osan Petroleum Company, Inc.												
Property Address:	277 Walnut Street, Macon, Georgia 31201 (Bibb County)												
Premises:	Entire premises												
Tenant:	Current: SSE Gas Inc. and Alex Kang Previous: Dong & Kyung, Inc.												
Contact Info:	Name: Alex Kang Email: alexkang3858@gmail.com Address: 6827 Gaines Creek Road, Columbus, GA 31904												
Term: (Section 2)	Current Term: 10/1/20-2/28/27 Original Term: 3/1/17-2/28/27												
Commencement Date:	3/1/17												
Rent: (Section 3)	Tenant shall pay the following rent on the first day of each month: <table> <tr> <th>Period</th><th>Monthly</th></tr> <tr> <td>03/01/17 – 02/28/27</td><td>\$12,000.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]</td></tr> <tr> <td>1st Renewal</td><td></td></tr> <tr> <td>03/01/27 – 02/28/32</td><td>\$12,300.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]</td></tr> <tr> <td>2nd Renewal</td><td></td></tr> <tr> <td>03/01/32 – 02/28/37</td><td>\$12,607.50, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]</td></tr> </table>	Period	Monthly	03/01/17 – 02/28/27	\$12,000.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]	1 st Renewal		03/01/27 – 02/28/32	\$12,300.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]	2 nd Renewal		03/01/32 – 02/28/37	\$12,607.50, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]
Period	Monthly												
03/01/17 – 02/28/27	\$12,000.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]												
1 st Renewal													
03/01/27 – 02/28/32	\$12,300.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]												
2 nd Renewal													
03/01/32 – 02/28/37	\$12,607.50, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]												
Security Deposit:	\$35,000.00 – received via wire on 9/12/2024, transaction number 202409120076970												
Late Fees/Interest: (Section 3)	If rent not paid by the 11 th day after the due date, 5% late fee.												
Special Notes:	Lease says taxes and insurance are paid annually (after demand made to tenant), but we have decided to bill a monthly amount. Prior landlord did not bill tenant insurance, but we have decided to since the lease allows us to. Please refer to Repairs section below to determine whether 'CAM' repair invoices should be billed to tenant.												
Lease Document:	Assignment of Agreements dated October, 4, 2024 ("Assignment") Assignment and Assumption of Lease dated December 14, 2020 Renewal and Extension of Commercial Lease Contract dated September 30, 2020 2017.06.14 - Motor Fuel Sales Agreement Commercial Lease Contract dated June 14, 2017												
Retail / C-Store:	Cstore (entire premises)												
Consignment/Wholesale	Consignment												
FUEL SUPPLY AGREEMENT:	Renewal and Extension of Motor Fuel Sales Agreement dated September 30, 2020 with Osan Petroleum Company Motor Fuel Sales Agreement dated June 14, 2017 ("Supply Agreement").												
Commission (Section 8):	Tenant receives 50% of net profits from sale of petroleum products (difference between retail price and gross cost of such product on day of sale(the invoice cost to Supplier plus GA motor freight rate, sale taxes, other tax, and all other charges assessed on handling and sale, including GUST). Calculated on calendar months and pay by the 25 th of the following month (plus calculation of split).												
Payment Terms (Section 9):	Buyer pays 100% of credit card fees, including discount rate + monthly rental charge for cc processing machine. EFT on the 9 th day following delivery. Tenant deposits by 2pm daily.												
NSF Fees:	N/A												
Gas Deposit:	N/A												
Assignment (Section 12):	Supplier may assign. Requires prior written consent of Supplier for Tenant to assign, at Supplier's sole discretion.												

Other:	Tenant agrees to stock a min of 72 quarts/gallons of motor oils in weights selected by Supplier and supplied by Seller. If fails Marathon image evaluation, Tenant has 21 days to correct, and if it fails to correct, Supplier may correct & bill Tenant. Liquidated damages (Section 10) RENT increases by 20% of rent for volume penalty if not 95% of monthly quota of fuel. Notify accounting if this applies
Guarantor:	N/A
Notice Address: Notice Requirements: (Section 32 & 33)	Premises. Tenant appoints the person in charge as agent to receive dispossessory/distrain notice or attach to main entrance if no one is there. A copy also to last known address.. Notice (a) 2 days after deposited in mail (USPS certified mail RRR), or (b) on the day notice is delivered to street address.
Square Footage:	2,840
Inspection Period:	N/A
Rent Abatement	N/A
Renewal: (Section 2)	New: Landlord has the right to renew for two 5 year terms which will be automatically renewed unless Landlord provides at least 60 days prior written notice. Original: Tenant has the right to extend for 1 additional 5 year terms which will be automatically renewed unless either party provides at least 60 days prior written notice.
Use: (Section 7) Exclusivity: Restrictions:	Convenience store and gasoline dispensing equipment. No other use without Landlord's written consent. Tenant may not use for automobile maintenance/repair, or storage of tires or used vehicles or parts, or for storage/sale/lease of trucks or cars. No animals may be kept on the Premises. N/A N/A
Go Dark: (Section 8)	Tenant agrees not to abandon or vacate and to use for purposes for which leased during the lease term.
Co-Tenancy:	N/A
Radius Restrictions:	N/A
CAM:	N/A
Repairs: (Section 9 & 10 & 11)	Landlord agrees to repair roof, foundation, fuel pumps and console, exterior walls, excluding glass and exterior doors for any repairs necessary because of Tenant negligence. Landlord gives exclusive control to Tenant, and has no duty to inspect. Tenant shall notify Landlord promptly of any defective condition Landlord is required to repair & failure to notify shall make Tenant responsible for any liability incurred by Landlord thereby. Landlord replaces canopy or sign lights and Tenant shall promptly notify Landlord of such need. If accident by 3 rd party causes damage, Tenant pays-unless a complete accident report satisfactory to Landlord is provided. Tenant accepts Premises in current condition and suited for intended uses. Tenant shall maintain and repair Premises, including driveway, canopy, canopy lights, HVAC, landscaping, paving, removal of debris and other improvements, except those expressly assigned to Landlord. Tenant may not make any repairs resulting in structural damages to the Premises without prior written approval. Tenant must maintain personal property except USTs.
Insurance: Landlord's Insurance: Tenant's Insurance: (Section 114)	Landlord has right to have the building and improvements insured, and if so, Tenant shall pay such premium within 30 days after demand. Tenant shall maintain (minimum coverage of \$1,000,000 in the aggregate and \$500,000 per occurrence). Tenant shall maintain liquor liability of \$500,000 aggregate & \$250,000 per occurrence. Landlord shall be named as additional insured. If fails to provide copies, Landlord may obtain the insurance and charge the premium as additional rent.
Proportionate Share :	n/a
Real Estate Taxes: (Section 12)	Tenant shall pay taxes to landlord within 30 days after demand. Tenant shall pay all taxes on its personal property.
Alterations:(Section 10)	No alterations without prior written consent of Landlord.
Utilities: (Section 6)	Tenant shall be responsible for all utilities. If Tenant fails to pay, Landlord may pay and charge 10% admin fee (which is due within 10 days after demand).
Subordination: (Section 25)	Tenant's rights are subject to mortgage which is now in place. Tenant agrees to subordinate to an future mortgage or encumbrance on the condition that it's furnished an NDA.
Assignment and Subletting:(Section 17)	Tenant may not assign or sublet without prior written consent of Landlord, at sole discretion. Approval conditioned on transfer fee of \$10,000.

Signs: (Section 22)	Requires Landlord's prior written consent and must be installed/maintained in compliance with laws.
Holding Over: (Section 29)	Becomes at will tenancy and attorneys fees of 15% of damages if collected through attorney.
Default: (Section 20 & 21)	If Tenant abandons, fails to pay rent by due date, fails to perform any covenant, fails to keep Premises clean, breaches gas supply agreement, or files bankruptcy, (or receiver appointed or makes an assignment for the benefit of creditors), and doesn't cure within 10 days after written notice or 5 days for payment of rent, then Landlord may (1) terminate the lease, (2) accelerate rent, (3) relet the premises (Tenant remains liable for any deficiency in rent) and (4) not terminate, but relet
Broker:	N/A
Work:	N/A
Parking/Common Area:	n/a
Right of 1 st Refusal (Section 20)	New: None Old: If Landlord wants to terminate upon sale, ROFR in favor of tenant. Mark says that this ROFR applies in the case of any sale.
Additional Documents:	Acknowledgment Certificate dated December 11, 2020
Missing Info / Docs:	N/A
Other Important Information:	Section 11 – Tenant shall operate USTs in compliance with all laws and maintain records and furnish copies to Landlord. Tenant shall report sales daily and other information as needed to operating automated systems for leakage detection. Landlord is still responsible for repair/maintain USTs/gas dispensing equipment. Landlord will supply hoses, nozzles and on site breakaway/spill kits at a price determined for Landlord for emergency repairs. Section 20 – Landlord may terminate the Lease with 90 days written notice if Landlord elects to accept an offer to purchase the Premises from a 3rd party. Section 27 – must sign/deliver estoppel within 10 days of request. Section 36-The parties agree to sign a memorandum or short form in recordable form. Section 36 (2nd) – It says that Tenant participates in the Image Enhancement Program for additional rent set out in Section 3, but doesn't include. Landlord Image Enhancement Program includes grass cutting, weed spraying, painting island curves and bumpers, maintain hoses, nozzles, breakaway splash guards, blowing off debris from parking lot. Either party can discontinue with 30 days notice to the other

ASSIGNMENT OF AGREEMENTS

THIS ASSIGNMENT OF AGREEMENTS ("Assignment") is entered into this 10/4/2024 and made effective as of October 5, 2024 between **DONG & KYUNG, INC.**, a Georgia corporation ("Assignor"), and **SSE GAS INC.**, a Georgia limited liability company, and **ALEX KANG**, a Georgia resident with an address of 6827 Gaines Creek Road, Columbus, GA 31904 ("Assignee"), and **CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC**, a Georgia limited liability company ("Landlord") and **EXCELL PETROLEUM, LLC**, a Georgia limited liability company ("Supplier").

WHEREAS, Landlord and Assignor entered into a Commercial Real Estate Contract dated June 14, 2017 (as amended and assigned, the "Original Lease") pertaining to the property located at **277 Walnut Street, Macon, GA 31201** ("Premises"); and

WHEREAS, on or about June 14, 2017 Supplier and Assignor entered into a Motor Fuel Sales Agreement, pertaining to the exclusive supply of petroleum products, by Supplier, to the Premises (as assigned, hereinafter referenced as "Supply Agreement", the Lease and Supply Agreement are hereinafter collectively referenced as the "Agreements");

WHEREAS, Assignor wishes to assign the Agreements to Assignee and Assignee wishes to accept such assignment; and

WHEREAS, Assignor represents that they currently hold all rights and obligations under the Agreements;

WHEREAS, Assignor now desires to assign the Agreements to Assignee, and Assignee desires to accept the assignment as set forth herein.

NOW THEREFORE, in consideration of the conditions set forth herein and the sum of TEN DOLLARS (\$10), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, as of the date of this Assignment, all right, title and interest in and to the Agreements. The Assignee accepts the assignment of the Agreements, and expressly assumes and agrees to perform and fulfill all the terms, covenants, conditions and obligations required by Assignor under the Agreements.

2. Personal Guaranty of Payment, Indemnifications and Performance. Assignee hereby personally guarantees the payment of all obligations and indemnifications and the performance of all duties contained in the Agreements.

3. Full Force and Effect. Each and every term of the Agreements shall remain in full force and effect with no change whatsoever.

4. Assignor and Assignee Representations and Warranties. The Assignor and Assignee do hereby expressly warrant, represent and covenant to Landlord and the Supplier:

4.1 The Lease or other Agreements constitute the sole and entire agreement with Landlord; and the Supply Agreement or other Agreements constitute the sole and entire agreement with Supplier. The Agreements have **not** been amended or modified, except as set forth herein, and there are no other agreements, representations, understandings, undertakings or promises between the Assignor and Landlord and/or the Assignor and Supplier;

4.2 All work and other obligations and conditions in the Agreements to be performed by Landlord and/or Supplier, on or before the date hereof, have been fully and properly performed and completed. Assignor does **not** have any offset, setoffs, rebates, concessions, counterclaims, abatements, credits or defenses against the enforcement of the Agreements by Landlord and/or Supplier;

4.3 There are no defaults by Landlord and/or the Supplier under any of the terms or conditions set forth in the Agreements, and no events or omissions have occurred which, with the passage of time or the giving of notice, or both, will constitute a default of Landlord and/or Supplier under any of the terms of the Agreements;

4.4 There are no conditions, which presently exist in, on or about the Premises, or any portion or portions thereof, which would give rise to any obligation of the Assignor, Assignee, Landlord and/or Supplier to repair, replace, restore or reconstruct the Premises, or any portion or portions thereof, or any equipment, fixtures, facilities, systems or components either serving or located in, on or about the Premises, or any portion or portions thereof;

4.5 There has **not** been any advance payment or deposit paid by Assignor or Assignee under the Agreements to Landlord and/or the Supplier;

4.6 The Agreements are valid and binding obligations of the Assignor and Assignee, are in full force and effect, and are enforceable in accordance with their respective terms;

4.7 The persons whose signatures appear below are duly and fully authorized to execute this Assignment and have personal knowledge of all of the facts recited herein;

4.8 The Assignor and Assignee have full power and authority to execute and deliver this Assignment and said execution and delivery has been duly authorized and does not violate, conflict with, or constitute a default under any law, the Agreements, or any other contract binding upon the Assignor or Assignee, or affecting the Premises;

4.9 Neither Assignor nor Assignee have executed any prior assignment, pledge or encumbrance of all or any part of the Agreements or omitted any act or executed any instrument which might prevent or impair Landlord and/or the Supplier from fully enforcing the terms and conditions of the Agreements or this Assignment; and

4.10 No action has been brought or threatened against Assignor or Assignee, including, but not limited to any matter which, in any manner, is likely to interfere with the right of Assignor or Assignee to execute and deliver this Assignment.

5. No Release or Waiver. Assignor and Assignee acknowledge and agree that Landlord's and/or Supplier's consent hereto **MAY NOT** be deemed a release or waiver of any term, provision, obligation or liability of Assignor or Assignee, or any guarantor under the Agreements, or their predecessors, heirs, executors, successors or assigns, of any liability under the Agreements.

6. Indemnification and Protection of Landlord and Supplier. Assignor and Assignee do hereby expressly agree to indemnify and hold harmless the Landlord and Supplier of, from and against any and all costs, fees (including reasonable attorney's fees), expenses, liabilities, and damages which Landlord and/or Supplier may ever suffer or incur arising out of (i) any agreements, representations, understandings, undertakings, assignments, or promises between the parties; (ii) any misrepresentation by Assignor or Assignee of any fact, statement or provision contained in this Assignment; (iii) any act or omission of the Assignor, Assignee, or any of their servants, agents, or employees, which constitute a breach of any duty under the Agreements.

7. Agreements Run With Land. Assignor and Assignee each agree that the Agreements shall run with the land for the full term of the Agreements, plus any and all extensions.

8. Contingency for Landlord's Consent. Notwithstanding anything contained hereinabove to the contrary, Landlord's consent hereto is contingent upon the following:

(a) Assignor paying to Landlord any and all outstanding rental amount, CAM charges, taxes, insurance, late fees and any other amounts or indebtedness due under the Lease or other Agreements, on or before the date hereof, via cash or certified funds;

(b) Assignor and/or Assignee paying any additional security deposit to Landlord as required under the Lease or other Agreements. Further, Assignor and Assignee acknowledge and agree that any and all security deposit amounts previously paid to Landlord shall not be released or disbursed to any party whatsoever and said amount is hereby assigned with the Lease, and Landlord shall be authorized to hold these funds as provided in the Lease for the benefit of Assignee, subject to the rights of Landlord herein;

(c) Assignor and Assignee agree to execute any necessary documents in order to secure Landlord's interest in the Lease or other Agreements.

9. Contingency for Supplier's Consent. Notwithstanding anything contained hereinabove to the contrary, Supplier's consent hereto is contingent upon the following:

(a) Assignor paying to Supplier any and all outstanding amounts due for products delivered, plus all gasoline revenues collected through the time of execution hereof, any late fees, and any other amounts and/or indebtedness due under the Supply Agreement or other Agreements, on or before the date hereof, via cash or certified funds;

(b) Assignor and/or Assignee paying any additional security deposit to Supplier as required under the Supply Agreement or other Agreements. Further, Assignor and Assignee acknowledge and agree that any and all security deposit amounts previously paid to Supplier will not be released or disbursed to any party whatsoever and said amount is hereby assigned with the Supply Agreement, and Supplier is authorized to hold these funds as provided in the Supply Agreement for the benefit of Assignee, subject to the rights of Supplier herein; and

(c) Assignor and Assignee agree to execute any necessary documents in order to secure Supplier's interest in the Supply Agreement or other Agreements, including but not limited to a new Restrictive Covenant/Memorandum of Agreement.

10. Confidentiality. All information contained in this Assignment is required to be treated as confidential by Assignee and Assignor. Assignee and Assignor covenant that they will not discuss or disseminate the information contained in this Assignment to any other parties, except as required by law or to their accountants for financial reporting. Any breach of this covenant will be considered a default under the Supply Agreement and the Lease.

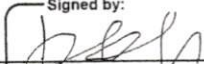
11. Governing Law. This Assignment has been made, executed and delivered in the State of Georgia and the terms and provisions of this Assignment shall be construed and interpreted in accordance with the laws of the State of Georgia without reference to its principles of conflicts of laws.

12. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Assignee, Assignor, Landlord and Supplier and their respective heirs, administrators, executors, legal representatives, successors and assigns.

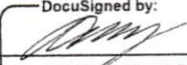
13. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor, Assignee, Landlord and Supplier have caused this instrument to be executed under seal on the day and year first above written.

ASSIGNOR:
DONG & KYUNG, INC.

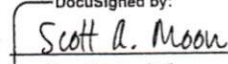
Signed by:
By: 
Name: ~~DONG KYUNG SUH~~
Title: President

ASSIGNEE:
SSE GAS INC.

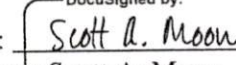
DocuSigned by:
By:  (Seal)
Name: ~~ALEX KANG~~
Title: President

DocuSigned by:
 (Seal)
~~ALEX KANG~~

LANDLORD:
CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC

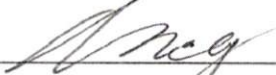
DocuSigned by:
By: 
Name: ~~Scott A. Moon~~
Title: Manager

SUPPLIER:
EXCELL PETROLEUM, LLC

DocuSigned by:
By: 
Name: ~~Scott A. Moon~~
Title: Manager

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: 02-10-2025

Business Name: SSE GAS INC / FOOD CENTER #1

I hereby certify that Alex Kang (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 10th day of February, 20 25.

NOTARY PUBLIC

8-28-2028
MY COMMISSION EXPIRES



Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20 _____

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SSE GAS INC / FOOD CENTER #1

Business Address: 277 WALNUT 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.

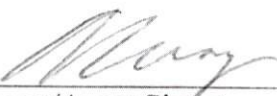
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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.

- ☐ **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

01-25-2025
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

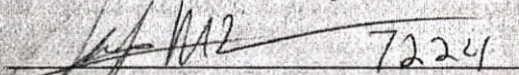
thereof, standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: SSE GAS INC / FOOD CENTER #1

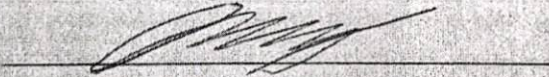
Business Address: 277 WALNUT ST., MACON, GA 31201

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

10 Feb 25
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

2-10-25
Date

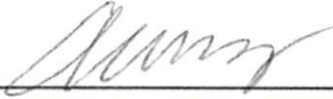
Security Camera Compliance Verification Form
Rev. March 2021
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Applicant Privacy Rights Notification Signature Form

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>.



ALEX KANG

01-25-2025

Signature

Print Name

Date



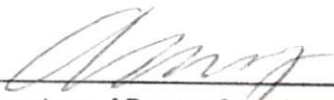
Alcohol License Questionnaire

Name of Business: SSE GAS INC / FOOD CENTER #1
 Owner's Name: ALEX SUNGYOON KANG
 Address: 277 WALNUT ST
MACON, GA 31201

1. Do you own or are you leasing your business location? Own Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below No Relation
4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? Yes No

ALEX SUNGYOON KANG

Printed Name of Person Completing Form


 Signature of Person Completing Form

01-25-2025

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

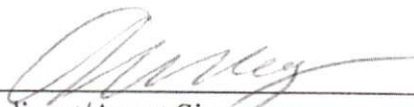
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: SSE GASING / FOOD CENTER #1

Business Address: 277 WALNUT 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

01-25-2025
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: ALEX KANG / PRESIDENT
2. Name of the subject of this Certificate, if different from the applicant:
SSE GAS INC / FOOD CENTER #1
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

ALEX KANG
Print and Sign Name

Sworn to and subscribed before me this
10th day of February, 2025.



My Commission expires: 8-29-2028.

Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

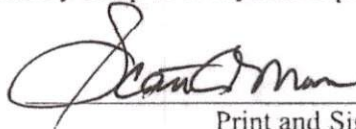
1. Name and Title of the applicant: _____
2. Name of the subject of this Certificate, if different from the applicant:
Central Georgia Commercial Properties, LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

N/A

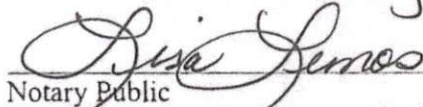
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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



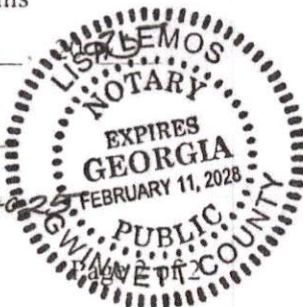
_____, Scott A. Moon
Print and Sign Name

Sworn to and subscribed before me this

28th day of February


Notary Public

My Commission Expires: 2/11/2028



Rev. April 2022
See O-22-0011



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

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Alex Kang – Fingerprints Completed: 03.04.2025

Business Name: SSE Gas Inc dba Food Center #1

Business Address: 277 Walnut Street, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/13/2025 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/28/2026 (Date) ^{DS} SF (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 6, 2025 PRE-
COMMISSION AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

Alcohol Application Completed.pdf
Business License.pdf
CERTIFICATE OF ORGANIZATION.pdf
Engineers Aff 2.pdf
Engineers Aff.pdf

Identity documents for Danny Yeung.pdf

News paper.heic

ZONING COMPLIANCE-- (1).pdf

Business Information



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

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



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

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

Business Name (DBA) : The Juicy Crab

Corporation Name : TJC Macon LLC

Business Address : 168 Tom Hill Sr Blvd

City : Macon

State : GA

Zip : 31210

Mailing Address : 8010 FRIARBRIDGE DR

City : Suwanee

State : GA

Zip : 30024

Local Business Phone # : (678) 770-3772

Email : idiaz@thomaschoilaw.com

Owner Name : Danny Yeung

Owner Phone # : (678) 770-3772

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 : tbd

Agent's First Name : Danny

Agent's Last Name : Yeung

Agent's Home Phone # : (678) 770-3772

Job Title : Owner

Agent's Home Address : 8010 FRIARBRIDGE DR

City : suwanee

State : ga

Zip : 30024

Social Security Number :



License Fees

License Fees (ADD All that Apply)

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

License Fees:

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

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

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 : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Danny Yeung

Date

Today's Date : 03/06/2025



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.

\$ 4,700 Alcohol License Fees + \$400 Application Fee = \$ 5,100

Agent Information

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

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit 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.12/24

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

BUSINESS

Federal Tax ID #: 99-4745480 State Tax ID #: 309-016697
 Business Name: TJC Macon LLC Corporate and Trade Name: The Juicy Crab
 Local Business Address: 156 Tom Hill Sr Blvd, Macon, GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 8010 Friarbridge Dr, Suwanee, GA 30024
Street Address (City State Zip)
 Local Business Phone #: 6787703772 Email Address: danny246@gmail.com
 Contact Person: Danny Yeung Contact Phone #: 6787703772

AGENT

Agent's Name: Danny Yeung Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 8010 Friarbridge Dr City: Suwanee State: GA Zip: 30024
 Home Phone #: 6787703772 Email: danny246@gmail.com
 Mailing Address: 8010 Friarbridge Dr City: Suwanee State: GA Zip: 30024

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. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

US Mail _____ In-Person Pick-Up _____ Encrypted Email Address: _____

Full Name (Print):	Danny Yeung		
Address	8010 Friarbridge Dr, Suwanee, GA 30024		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

This authorization is valid for _____ days from date of signature.

I, Danny Yeung give consent to the above named entity to perform
 periodic criminal history background checks for the duration of my employment.

Signature  Date 3/3/25

Attorney for Individual (Purpose Codes E and U Only) Bar Number _____ Date _____

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title _____

Date _____

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

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

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

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

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

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

Business Name: TJC Macon LLC

Printed Name of Applicant: Danny Yeung

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF March, 2025.


 NOTARY PUBLIC

A-21-2026
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: DANNY YEVNY

PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES

BUSINESS LOCATION: 168 Tom Hill Sr. Blvd. Macon, GA 31210

BUSINESS NAME: TJC Macon, LLC (The Juicy Crab)

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.

☐ 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.

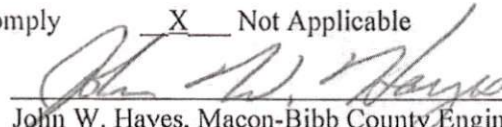
☐ Comply ☐ Complies , but does not comply with other restrictions

☒ X Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

☐ Comply ☐ Does Not Comply ☒ X Not Applicable

By:


John W. Hayes, Macon-Bibb County Engineer

Date:

3/5/25

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

APPLICATION FOR AFFIDAVIT

DATE: Feb 24th 2025

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ☒

PACKAGE SALE TO GO: _____

BEER ☒

BEER _____

WINE ☒

WINE _____

MIXED DRINKS (Liquor) ☒

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: TJC Macon LLC (The Juicy Crab)

LOCATION OF BUSINESS: 1108 Tom Hill Sr. Blvd. Macon GA 31210

PERSON APPLYING FOR AFFIDAVIT: Danny Yeung

TELEPHONE: 678-770-3772 ; *404-914-3181

Danny 24u@gmail.com

*Melissa Johnson @the Juicy Crab.com ;
MACON-TJC@gmail.com

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

The Juicy Crab (TJC Macon LLC)
#168 Tom Hill Dr. Blvd.

27,650' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

1,850' — MHA housing unit property line

Northside Senior Village

OK!

Paul J. Hornowski
March 3, 2025

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	Cols	Depth
151781	641011	Print Legal Ad-IPL02202270 - IPL0220227		1	29 L

Attention: Adam Kosmar

Adam Kosmar
2825 Northeast Expwy NE
Atlanta, GA 30345

melissa.johnson@thejuicycrab.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer/Wine/Mixed Drinks (Liquor)

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 March 9, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as TJC Macon LLC DBA The Juicy Crab, 168 Tom Hill Sr Blvd. Macon Ga 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This March 2, 2025. Danny Yeung ,
Applicant
IPL0220227
Mar 2,9 2025

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:

03/02/25, 03/09/25

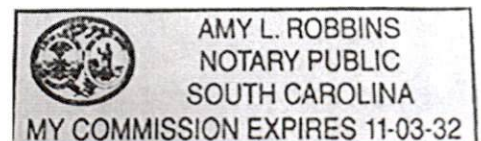
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 10th day of March in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2921	PERMIT TYPE: Permitted Use	DATE ISSUED: 12/09/2024
PARCEL NO: N0430079	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Danny Yeung TJC Macon LLC DBA The Juicy Crab	
PROPOSED USE:	Change of ownership restaurant w/ alcohol	
ADDRESS OF PROPOSED USE:	158 NORTHSIDE DR AKA 168 Tom Hill Sr Blvd	
PROPERTY OWNER'S NAME:	156 Tom Hill LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and MBPZ Commission approval at the 1.9.23 hearing, for a change of ownership of a restaurant with alcohol consumed on premise and live entertainment within an existing multi-tenant commercial building. Live entertainment is allowed any day of the week but shall not operate beyond 10 pm. This approval does not allow any adult entertainment or other similar uses as defined under Sections 1.02[1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7] of the Macon-Bibb Comprehensive Land Development Resolution. 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: 12/09/2025

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.

Control Number : 24165429

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

TJC MACON LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/26/2024** 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 **09/03/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/26/2024 4:58:25 PM

BUSINESS INFORMATION

CONTROL NUMBER 24165429
BUSINESS NAME TJC MACON LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 08/26/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 8010 FRIARBRIDGE DR, SUWANEE, GA, 30024, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DANNY YEUNG	8010 FRIARBRIDGE DR, SUWANEE, GA, 30024, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
DANNY YEUNG	ORGANIZER	8010 FRIARBRIDGE DR, SUWANEE, GA, 30024, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE DANNY YEUNG
AUTHORIZER TITLE Member



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	TJC MACON LLC	Control Number:	24165429
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Accommodation and Food Services	NAICS Sub Code:	Full-Service Restaurants
Principal Office Address:	8010 FRIARBRIDGE DR, SUWANEE, GA, 30024, USA	Date of Formation / Registration Date:	8/26/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **DANNY YEUNG**
Physical Address: **8010 FRIARBRIDGE DR, SUWANEE, GA, 30024, USA**
County: **Gwinnett**

[Back](#)

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[Name History](#)

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

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Ownership Disclosure Form

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

Business:

Trade Name: The Juicy Crab Name of Corporation: TJC Macon LLC

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

Individual:

Name and Title: Danny Yeung, Owner Telephone Number: 6787703772

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

Residential Street Address: 8010 Friarbridge Dr, Suwanee, GA 30024

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

Mailing Address: 8010 Friarbridge Dr, Suwanee, GA 30024
(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): 1
 - o Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - o Corporate Officer: Yes ___ No ___
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Danny Last Name: Yeung
Home Address: 8010 Friarbridge Dr City: Suwanee State: GA Zip: 30024
Home Phone #: 6787703772 Email: danny246@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 8010 Friarbridge Dr, Suwanee, GA 30024 City: Suwanee State: GA Zip: 30024

- 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.

[Signature]
Applicant's Signature

3-3-25
Date

I hereby certify that Danny Yeung 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 3rd day of March, 20 25.

[Signature]
Notary Public



8-21-2028
My Commission Expires

Rev. 06/24



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

DANNY YEUNG

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-03-11

Serial No.

cert_sp8yyrrj





Danny Yeung



AH001549

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AMENDMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE AMENDMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made by and among 156 TOM HILL, LLC, a Georgia limited liability company ("Landlord"), K-RIPON ENTERPRISES LLC, a Georgia limited liability company ("Assignor"), and TJC MACON LLC a Georgia limited liability company ("Assignee") as of this 9th day of October, 2024 (the "Execution Date"), to be effective as of November 1, 2024 (the "Effective Date")

RECITALS

WHEREAS, Assignor is tenant under that certain Shopping Center Lease described on Exhibit A attached hereto and incorporated by reference herein (the "Lease") regarding the premises described on Exhibit A (the "Premises"); and

WHEREAS, Landlord is Landlord under the Lease; and

WHEREAS, Assignor desires to assign its interest in the Lease to Assignee, and Assignee desires to accept such assignment and to assume and agree to perform and fulfill all of the terms, obligations and conditions imposed on Assignor by the Lease, subject to the terms hereof; and

WHEREAS, Landlord and Assignee desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to such terms under the Lease.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title, and interest in and to the Lease and the Premises as of the Effective Date, including without limitation, Assignor's rights to any security deposits thereunder.

3. Assumption of the Lease. Assignee hereby accepts said assignment, transfer and conveyance, and assumes and agrees to perform and fulfill all obligations of Assignor under the Lease arising from and after the Effective Date.

4. Landlord Consent. Assignor and Assignee acknowledge and agree that Landlord's consent is necessary in connection with the assignment and assumption of the Lease as set forth above. By its execution hereof, Landlord hereby grants such consent, but such Landlord consent shall be expressly subject, however, to all terms and conditions as set forth herein.

5. Amendment to Lease. Notwithstanding any provision in the Lease to the contrary, Landlord and Assignee acknowledge and agree that as of the Effective Date, the Lease is hereby amended as follows (and the use of the term "Assignee" in this Section 5 shall be synonymous with the use of the term "Tenant" under the Lease):

(a) Assignee's notice address under the Lease shall be: 8010 Friarbridge Drive, Suwanee, GA 30024 .

(b) Notwithstanding any provision in the Lease or the Existing Guarantees (as defined herein) to the contrary, the assignment and assumption of the Lease as set forth herein shall not release Existing Guarantors (as defined herein) from their obligations and liabilities under the Lease or the Existing Guarantees (as defined herein).

(c) As of the Effective Date, New Guarantor (as defined herein) shall be added as a Guarantor under the Lease.

6. Existing Guarantor Ratification. Frances Mann and Gui Qi Lin ("Existing Guarantors") have joined this Agreement in their individual capacities as set forth on the Guarantor Rider attached hereto for the purpose of confirming that their respective Guarantees of the Lease (the "Existing Guarantees") shall remain in full force and effect and for the purpose of ratifying such Existing Guarantees.

7. New Guaranty. In connection with this Agreement, Danny Yeung ("New Guarantor") has agreed to execute a new Guaranty in the form attached hereto as Exhibit B (the "New Guaranty"), and Landlord's consent to the assignment and assumption set forth herein is expressly conditioned upon New Guarantor's execution of the New Guaranty..

8. Assignee Franchisor Approval. Assignee hereby represents and warrants to Landlord that Assignee is a bona fide franchisee of The Juicy Crab Inc., a Georgia corporation ("Franchisor") and that Assignee's assumption of the Lease as set forth herein has been approved by Franchisor.

9. Assignor Estoppel. Assignor hereby represents and warrants to Landlord and Assignee that no defaults exist under the Lease and that the Lease is in full force and effect.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

11. Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

12. Entire Agreement; No Amendments. The agreements contained herein constitute the entire understanding between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement will be effective unless in writing, executed by all of the parties hereto.

13. Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an

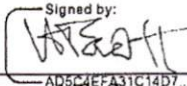
original and all of which counterparts taken together shall constitute but one and the same instrument. Signatures will be considered binding and original even if transmitted via e-mail, and an Agreement containing signatures transmitted via e-mail will be deemed an original and binding Agreement.

[Remainder of page is blank; signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Execution Date.

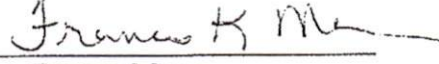
LANDLORD:

156 Tom Hill, LLC, a Georgia limited liability company

By:  Signed by:
Name: Howard I. Scott
Title: Manager

ASSIGNOR:

K-RIPON ENTERPRISES LLC, a Georgia limited liability company

By: 
Name: Frances Mann
Title: Member

ASSIGNEE:

TJC MACON LLC, a Georgia limited liability company

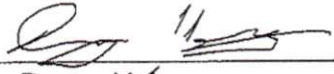
By: 
Name: Danny Yeung
Title: President

EXHIBIT A

Lease and Premises

Shopping Center Lease dated August 27, 2019, by and between 156 Tom Hill, LLC and K-Ripon Enterprises LLC.

Premises known as 168 Tom Hill Sr. Blvd., Macon, Georgia, consisting of approximately 7,750 square feet, as more particularly described in the Lease

EXHIBIT B

GUARANTY

THIS GUARANTY (this "Guaranty") is executed by **Danny Yeung** ("Guarantor") as of this ____ day of _____, 2024 (the "Execution Date"), to be effective as of November 1, 2024.

RECITALS

A. 156 Tom Hill, LLC, a Georgia limited liability company ("Landlord") and K-Ripon Enterprises LLC, a Georgia limited liability company ("Prior Tenant") entered into that certain Shopping Center Lease dated August 27, 2019 (the "Original Lease") relating to certain premises located at 168 Tom Hill Sr. Boulevard, Macon Georgia and containing approximately 7,750 square feet (the "Premises"), as such Premises are more particularly described in the Original Lease.

B. Pursuant to that certain Lease Amendment and Assignment and Assumption Agreement of even date herewith (the "Amendment and Assignment"), Prior Tenant assigned its right, title and interest under the Original Lease to TJC Macon LLC, a Georgia limited liability company ("Tenant") and Tenant assumed Prior Tenant's obligations thereunder. The Original Lease, together with the Amendment and Assignment, shall be referred to herein collectively as the "Lease".

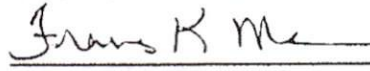
C. The Lease requires that Landlord consent to any assignment thereof by any tenant thereunder, and as a condition to the assignment and assumption set forth in the Amendment and Assignment and Landlord's execution of the same, Landlord requires that Guarantor execute this Guaranty.

NOW THEREFORE, in consideration for the above, and in further consideration of the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guarantees to Landlord the full and prompt payment of rent, including, but not limited to, the minimum guaranteed or basic rental, common area charges, tax and insurance reimbursements, additional rent, and any and all other sums and charges payable by Tenant under said Lease and any extension or renewal thereof, if any, as well as guarantees the full and timely performance and observance of all the covenants, terms, conditions, provisions, and agreements therein provided to be performed and observed by Tenant; and Guarantor hereby covenants and agrees to and with Landlord that, if Tenant should at any time default in the payment of any such minimum guaranteed or base rental, common area charges, tax and insurance reimbursements, additional rent, or any other such sums due and payable by Tenant under said Lease, or if Tenant should default in the performance and observance of any other terms, covenants, conditions, provisions, and agreements contained in said Lease, then Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions, provisions, and agreements and will forthwith pay to Landlord all damages that may arise in consequence of

EXISTING GUARANTOR JOINDER

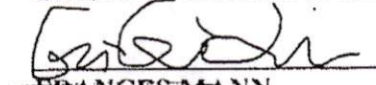
As of the Effective Date as set forth in the Agreement, Frances Mann ("Mann") hereby joins the foregoing Agreement for the purpose of acknowledging that Mann's guaranty of Tenant's obligations under the Lease as set forth in that certain Guaranty dated August 1, 2019 and attached as Exhibit H to the Lease shall remain in full force and effect as to Mann's obligations set forth therein notwithstanding the assignment and amendment of the Lease as set forth in the Agreement and notwithstanding any provision in the Lease or such Guaranty to the contrary. Further, Mann hereby ratifies such Guaranty and Mann's obligations thereunder, notwithstanding the assignment and amendment of the Lease as set forth in the Agreement and notwithstanding any provision in the Lease or such Guaranty to the contrary.

EXISTING GUARANTOR:


 FRANCES MANN

As of the Effective Date as set forth in the Agreement, Gui Qi Lin ("Lin") hereby joins the foregoing Agreement for the purpose of acknowledging that Lin's guaranty of Tenant's obligations under the Lease as set forth in that certain Guaranty dated July 25, 2019 and attached as Exhibit H to the Lease shall remain in full force and effect as to Lin's obligations set forth therein notwithstanding the assignment and amendment of the Lease as set forth in the Agreement and notwithstanding any provision in the Lease or such Guaranty to the contrary. Further, Lin hereby ratifies such Guaranty and Lin's obligations thereunder, notwithstanding the assignment and amendment of the Lease as set forth in the Agreement and notwithstanding any provision in the Lease or such Guaranty to the contrary.

EXISTING GUARANTOR:


~~FRANCES MANN~~
 Gui Qi Lin

any such default by Tenant under said Lease, including, without limitation to, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable by Landlord in a joint action against Guarantor, Tenant, and/or any other guarantor of the Lease, or in a separate and independent action against Guarantor without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant or Guarantor of Tenant's failure to pay rent or other charges due under the Lease or of Tenant's default or breach under the Lease or of any other notice or demand to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or any other remedy or right which Landlord may have at law or in equity. Guarantor hereby expressly consents and agrees that any such actions against Guarantor may be brought and pursued against Guarantor in the county or judicial district or circuit in which the premises which is the subject of the Lease is located.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, provisions, or agreements of said Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, or by reason of any unilateral action of either Landlord or Tenant, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, including, without limitation, any adjustments, compromises, settlements, accord and satisfactions, or releases, or any bankruptcy, insolvency, reorganization, arrangement, assignment for benefit of creditors, receivership, or trusteeship affecting Tenant, whether or not notice thereof is give to Guarantor, all of which notices Guarantor expressly waives. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

All of Landlord's rights and remedies under the Lease or under this Guaranty 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. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Lease, this Guaranty shall be cumulative of such other agreements to the effect that the liabilities of Guarantor hereunder shall be joint and several with those of such other guarantors or sureties, and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in the making of said Lease.

Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.

Landlord may, without notice, assign this Guaranty in whole or in part, and/or may assign all or any part of its interest in the Lease, and, in such event, each and every successive assignee of the Lease and/or this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent of Landlord.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of Landlord, Tenant and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Landlord," "Tenant," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Landlord, Tenant, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of Landlord, Tenant and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the Premises is located.

[SIGNATURE PAGE ATTACHED HERETO]

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal as of the Execution Date set forth above.

Home Address:

8010 Friarbridge Drive
Suwanee, GA 30024

 (Seal)
DANNY YEUNG
Soc. Sec. #: _____

Certificate Of Completion

Envelope Id: 2D7F8E8B212B4B3BA9705376E93A8ED0
Subject: Complete with Docusign: lease assignment Juicy crab Danny Yeung.pdf
Source Envelope:
Document Pages: 10
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Fickling & Company Inc
577 MULBERRY ST STE 1100
P.O. Box 310
Macon, GA 31202
kvanderwarker@fickling.com
IP Address: 207.182.73.199

Record Tracking

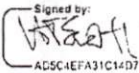
Status: Original
10/14/2024 | 11:04 AM
Holder: Fickling & Company Inc
kvanderwarker@fickling.com

Location: DocuSign

Signer Events

Howard Scott
howardscott@att.net
CEO
Group five, LTD
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 37.206.178.131
Signed using mobile

Timestamp

Sent: 10/14/2024 | 11:07 AM
Viewed: 10/14/2024 | 01:14 PM
Signed: 10/14/2024 | 01:15 PM

Electronic Record and Signature Disclosure:
Accepted: 10/14/2024 | 01:14 PM
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In Person Signer:Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Larry Crumbley
lcrumbley@fickling.com
Manager
Crumbley Realty Services
Security Level: Email, Account Authentication
(None)



Sent: 10/14/2024 | 11:07 AM
Viewed: 10/14/2024 | 01:15 PM

Electronic Record and Signature Disclosure:
Accepted: 5/5/2017 | 10:11 AM
ID: 51cbd3c7-a7af-4fd8-b56c-f55dff7e88c

Robert Chandler
rchandler@fickling.com
GM Commercial Property Management
Security Level: Email, Account Authentication
(None)



Sent: 10/14/2024 | 11:07 AM
Viewed: 10/14/2024 | 11:07 AM

Electronic Record and Signature Disclosure:
Accepted: 6/11/2024 | 03:48 PM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2024 11:07 AM
Certified Delivered	Security Checked	10/14/2024 01:14 PM
Signing Complete	Security Checked	10/14/2024 01:15 PM
Completed	Security Checked	10/14/2024 01:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Hickling and Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Fickling and Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kvanderwarker@fickling.com

To advise Fickling and Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kvanderwarker@fickling.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Fickling and Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kvanderwarker@fickling.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fickling and Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kvanderwarker@fickling.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fickling and Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fickling and Company during the course of my relationship with you.

Agent Certification

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

Agent's Signature: [Signature] Date: 3-3-25

Business Name: TJC Macon LLC dba The Juicy Crab

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

This 3rd day of Feb, 2025.

[Signature]
Notary Public



8-21-2026
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: [Signature] Date: 3-3-25
(If different from Agent)

Title: Owner

Business Name: TJC Macon LLC dba The Juicy Crab

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

This 3rd day of March, 2025.

[Signature]
Notary Public



8-21-2026
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: TJC Macon LLC dba The Juicy Crab

Business Address: 156 Tom Hill Sr Blvd, Macon, GA 31210

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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

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

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

Applicant Agent Signature

Date 3-3-2023

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. install security cameras in your business that meet the requirements below;
2. call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;
3. show the inspector that the security camera system meets the requirements below; and
4. have the inspector sign this form approving the security camera system.

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name: TJC Macon LLC dba The Juicy Crab

Business Address: 156 Tom Hill Sr Blvd, Macon, GA 31210

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

Code Enforcement Department Designee

Date

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

Applicant/Agent Signature

Date

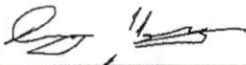
Security Camera Compliance Verification Form
Rev. March 2021
Page 2 of 2

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

Danny Yeung

Print Name

3 - 3 - 2025

Date



Alcohol License Questionnaire

Name of Business: TJC Macon LLC dba The Juicy Crab
 Owner's Name: Danny Yeung
 Address: 156 Tom Hill Sr Blvd, Macon, GA 31210

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

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

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

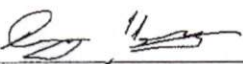
Please circle one: Relation, see below ☒ No Relation

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

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

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

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


 Signature

Danny Yeung
 Print Name

3-3-2025
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

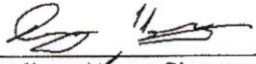
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: TJC Macon LLC dba The Juicy Crab

Business Address: 156 Tom Hill Sr Blvd, Macon, GA 31210

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

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


Applicant/Agent Signature

3-3-25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Danny Yeung Owner

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

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

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

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

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

Danny Yeung

Print and Sign Name

Sworn to and subscribed before me this

3rd day of March, 2025.

Notary Public

My Commission Expires: 8-21-2026



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Danny Yeung Owner

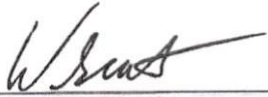
2. Name of the subject of this Certificate, if different from the applicant:

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

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

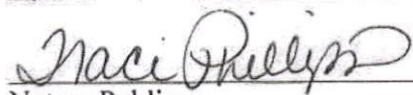
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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


Wells Scott
 Print and Sign Name

Sworn to and subscribed before me this

26th day of March, 2025.


 Notary Public

My Commission Expires: 10.23.2028





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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/24/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



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: Danny Yeung – Fingerprints complete 03/28

Business Name: TJC Macon LLC DBA The Juicy Crab

Business Address: 168 Tom Hill Sr Blvd, Macon, GA 31210

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: Sheriff, Macon-Bibb County, Georgia 4/11/2025 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	

ADDED TO THE MAY 6, 2025 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.

\$ 1,100.00 Alcohol License Fees + \$400 Application Fee = \$ 1,500.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 99-4644714 State Tax ID#: _____
 Business Name: Chevron Riverside Corporate and Trade Name: Riverside Food Mart LLC
 Local Business Address: 2650 Riverside Drive, Macon, GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 2650 Riverside Drive, Macon, GA 31204
Street Address (City State Zip)
 Local Business Phone #: (718) 219-8048 Email Address: riversidefoodmartllc@gmail.com
 Contact Person: Mohammed Veerani Contact Phone #: (718) 219-8048

AGENT

Agent's Name: Mohammed Veerani Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 2588 Decatur Village Drive City: Macon State: GA Zip: 30033
 Home Phone #: (718) 219-8048 Email: riversidefoodmartllc@gmail.com
 Mailing Address: 2588 Decatur Village Drive City: Macon State: GA Zip: 30033

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: _____

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the BIBB COUNTY SHERIFF OFFICE conduct an inquiry and receive
Criminal Justice Agency
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. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
.....via:

US Mail ☐ In-Person Pick-Up ☐ Encrypted Email Address: _____

Full Name (Print):	MOHAMMED MIRZA ALI VEERANI		
Address	2588 DECATUR VILLAGE DR, DECATUR GA 30033		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN		

This authorization is valid for 180 days from date of signature.

I, MOHAMMED MIRZA ALI VEERANI give consent to the above named entity to perform
periodic criminal history background checks for the duration of my employment.

Mirza Ali Veerani 04/15/2025
Signature Date

Attorney for Individual (Purpose Codes E and U Only) Bar Number Date

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

Purpose Code used: (Check all that apply)

☐	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
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and III Info Received
☐	Sworn Criminal Justice Employment (Z) - State and III Info received

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

☐	No Georgia CHRI results available
☐	Georgia CHRI attached/released
☐	No NCIC/GCIC Warrant results available
☐	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name: _____	
Agency Telephone: _____	

Agency Designee Signature and Title Date

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

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

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

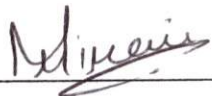
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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

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

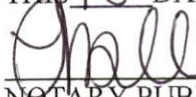
Business Name: Riverside Foodmart LLC

Printed Name of Applicant: MOHAMMED VEERANI

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 10 DAY OF April, 2025.


 NOTARY PUBLIC

12/14/25
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Not Employment Authorized

SAVE Response Details

Case Verification
Number: 0025100201530TN
Class of Admission (COA)
Code: DAS
Country of Birth: ZWE - ZIMBABWE
Employment Authorization Document (EAD)
Expiration Date: 01/05/2029
Provision of Law
Code: C14

Agency Submitted Details

Full Name: Mohammed Veerani
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 04/10/2025
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



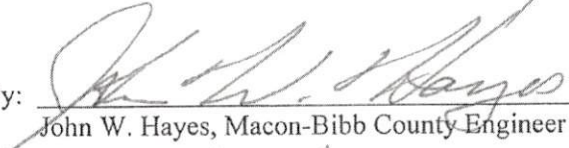
MEASUREMENT FORM

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

APPLICANT: MOHAMMED VEERANI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2650 RIVERSIDE DR.
BUSINESS NAME: RIVERSIDE FOODMART LLC.

To Be Completed by County Engineer

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

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

Date: 1/29/25

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

2,250' — Riverside Food Mart
#2650 Riverside Drive
SCHOOL GROUND property line

2,550' — Northwoods Academy
SCHOOL BUILDING

11,000' — Northwoods Academy
COLLEGE CAMPUS property line

15,750' — Miller - Mott Technical College
ALCOHOLIC TREATMENT CENTER building

11,100' — River Edge - Emory Highway
PUBLIC LIBRARY or BRANCH building

9,850' — Riverside Branch
MACON-BIBB COUNTY HOUSING AUTHORITY property

1,950' — Northside Senior Village
CHURCH (building)
Riverside United Methodist Church
#735 Pierce Ave.

1,700' — CHURCH GROUNDS
Riverside United Methodist Church

6,200' — M-B COUNTY RECREATION CENTER property
Theron Vessey Park Community Center

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

OK! JWH
Paul A. Hornowski
January 29, 2025



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
150785	631022	Print Legal Ad-IPL02142190 - IPL0214219		\$69.55	1	29 L

Attention: Mohammed Veerani

Riverside Food Mart LLC
2650 Riverside Drive
Macon, GA 31204

Riversidefoodmartllc@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Wine and 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 February 4, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Riverside Food Mart LLC Riverside chevron, 2650 Riverside Drive, 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 January 28, 2025. Mohammed Veerani, Applicant
IPL0214219
Jan 28, Feb 4 2025

To Whom It May Concern:

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

2 insertion(s) published on:

01/28/25, 02/04/25

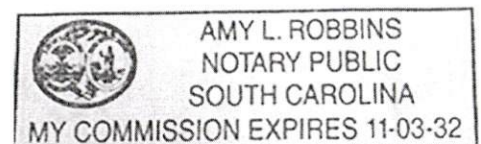
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Mary Castro

Sworn to and subscribed before me this 4th day of February in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County



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



Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2560	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/25/2024
PARCEL NO: 00540085	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	mohammed veerani RIVERSIDE FOODMART LLC	
PROPOSED USE:	Change of ownership c-store w/ alcohol ptg	
ADDRESS OF PROPOSED USE:	2650 RIVERSIDE DR	
PROPERTY OWNER'S NAME:	2650 RIVERSIDE MACON LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- 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: 09/25/2025

APPROVED BY: *John Langstaff*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	RIVERSIDE FOOD MART LLC	Control Number:	24161368
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2650 Riverside Dr, MACON, GA, 31204, USA	Date of Formation / Registration Date:	8/23/2024
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **MOHAMMED VEERANI**
 Physical Address: **2650 Riverside Dr, Macon, GA, 31204, USA**
 County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: Chuyon Riverside Name of Corporation: Riverside Foodmart LLC

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

Individual:

Name and Title: MOHAMMED VEERANI Telephone Number: 832-709-6939

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

Residential Street Address: 2588 Decatur Village DR, DECATUR GA 30033
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): 100%
- ☐ Member holdings 1 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
- ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
- ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MOHAMMED Last Name: VEERANI
Home Address: 2588 Decatur Village Dr City: DECATUR State: GA Zip: 30033
Home Phone #: [REDACTED] Email: mohammedveerani@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2588 Decatur Village Dr City: DECATUR State: GA Zip: 30033

- 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.

Mohammed Veerani
Applicant's Signature

04/10/25
Date

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

This 10 day of April, 2025

Shall
Notary Public



12/14/25
My Commission Expires



the email confirmation we sent you.

email

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MOHAMMED MIRZA ALI VEERANI

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-03-09



Mohammed Veerani



AH000952

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

This Lease Agreement (this "Lease") is dated November 1, 2024, by and between **3 STARS MACON INVESTMENTS LLC** ("Landlord"), and **RIVERSIDE FOOD MART LLC** ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the space (the "Premises") located at **2650 Riverside Drive, Macon, GA, 31204.**

TERM. The lease term will begin on November 1, 2024 and will terminate on December 31, 2034.

LEASE PAYMENTS. Tenants shall pay to the Landlord starting November 1st 2024, monthly rent of \$12500 (Twelve thousand and Five Hundred Dollars) a month, payable in advance on the first day of each month.

SECURITY DEPOSIT. No Security Deposit

TERM RENEWAL. Tenant shall renew the lease for another Term of twelve months by providing written notice to the Landlord no later than 60 (sixty) days prior to the expiration of current Term. The Terms and conditions of any renewal shall be the same as original lease.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. The premises may be used as a Gas Station and Convenience Store related activities only.

PROPERTY INSURANCE. Tenants shall maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlords shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. Landlords shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenants shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlords shall receive advance written notice from the insurer prior to any termination of such insurance policies.

*E** *M.V*

MAINTENANCE & REPAIRS. Tenant acknowledges that Tenant has inspected Premises and that it is fit for stated use. Tenants will keep the property clean and in good condition. Tenants will report all maintenance requests promptly. Tenant shall have the responsibility to maintain the Premises in good working order and repair, including but not limited to, Building exteriors, exterior windows, roof, the Heating and air conditioning system, plumbing system and fixtures, electrical system and fixtures, landscaping, parking area, walkways.

UTILITIES AND SERVICES. Tenants shall be responsible for all utilities and services incurred in connection with the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. If for any reason the Tenant is in default or decides to terminate the lease during the Term, he/she **shall not** be entitled to a refund of any advance rent payments made to the Landlord. The Tenant shall also forfeit any Security Deposit paid to the Landlord.

LATE PAYMENTS. Payments not paid within 5 days of its due date shall bear a \$100 fee and interest at 20.00 % per annum until paid beginning with the day after the due date.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenants shall be charged \$35.00 for each check that is returned to the Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. 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 such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenants shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant



shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlords shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenants shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. Any illegal activity conducted on the premises will constitute an automatic default and termination of the lease. Landlord will not be responsible for any misconduct or violations caused by the Tenant. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.



NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD :

ESHAN HUDDANI

3 STARS MACON INVESTMENTS LLC
2650 riverside dr,
Macon, GA, 31204

TENANT:

MOHAMMED VEERANI

RIVERSIDE FOOD MART, LLC
2650 riverside dr,
Macon, GA, 31204

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the



benefit of both parties and their respective legal representatives, successors and assigns.

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in



Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,

FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no



Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows: 8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal ascendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of a Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in

interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buyout.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date This Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider a discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and

representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows: (1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company; 9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or any

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of event that

terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up*. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 *Amendments*. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law*. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of GEORGIA (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification*. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees*. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect*. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of

the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices*. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Signature & Date: _____

Mohammad Veerani



NOV 1st 2024.



11/26/24, 6:00 PM

Riverside Lease_Nov2024 - Google Docs

Listing of Members - Schedule 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR RIVERSIDE FOOD MART LLC.
LISTING OF MEMBERS**

As of the 1st day of November 2024, the following is a list of Members of the Company:

NAME: Mohammad Veerani
% Ownership
100%

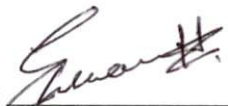
LANDLORD:

3 STARS MACON INVESTMENTS LLC

By:

Landlord

Signature & Date

 Nov 1st 2024

TENANT:

RIVERSIDE FOODMART, LLC

By:

Tenant

Signature & Date

 Nov 1st 2024.

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: M. Veeran Date: 04/10/25

Business Name: RIVERSIDE FOOD MART LLC

I hereby certify that Mohammed Veeran (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 10 day of April, 2025
Chall
 Notary Public



12/14/25
 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: _____
 (If different from Agent)

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

 Notary Public

 My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Riverside Foodmart LLC

Business Address: 2652 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.

- ☐ **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

04/10/25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

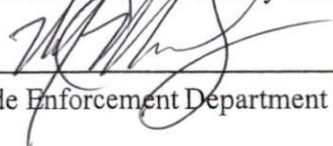
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: RIVERSIDE FOODMART LLC

Business Address: 2650 RIVER SIDE 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.


Code Enforcement Department Designee

3/28/2025
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.

Arif
Applicant/Agent Signature

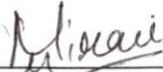
03/28/2025
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

MOHAMMED VEGERANI

Print Name

04/10/25

Date



Alcohol License Questionnaire

Name of Business: Riverside Foodmart LLC
 Owner's Name: MOHAMMED VEGPANI
 Address: 2650 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

M. VEGPANI
 Signature

MOHAMMED VEGPANI
 Print Name

04/10/25
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: RIVER SIDE FOODMART LLC

Business Address: 2650 RIVER SIDE 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

[Signature]
Applicant/Agent Signature

04/10/25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

B. Smith one

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MOHAMMED VEERANI Owner

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

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

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

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

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

MOHAMMED VEERANI *[Signature]*
Print and Sign Name

Sworn to and subscribed before me this 10 day of April, 2025.

12/14/2025 *[Signature]*
Notary Public

My Commission Expires:



Land Lord

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: 3 STARS MACON INVESTMENTS 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% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Eshan huddani

Print and Sign Name

Sworn to and subscribed before me this

14th day of April, 2025.

Notary Public

My Commission Expires: 6/5/2028

Page 2 of 2



Rev. April 2022
See O-22-0011



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Mohammed Veerani – No New Fingerprints Required

Business Name: Riverside Food Mart LLC dba Chevron Riverside

Business Address: 2650 Riverside Drive, Macon, GA 31204

DocuSigned by: After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	4/17/2025 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	 1C561778CDEE414... Clerk of the Macon-Bibb County Commission, Georgia	Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/24/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 20, 2025 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.

\$ 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 goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: [REDACTED] State Tax ID #: [REDACTED]
 Business Name: Solo mart Corporate and Trade Name: Solo 4555 LLC
 Local Business Address: 4555 Mercer University Dr Macon GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 4555 Mercer University Dr Macon GA 31210
Street Address (City State Zip)
 Local Business Phone #: (478) 477 5800 Email Address: natavarlalpatel50@gmail.com
 Contact Person: Ricky Patel Contact Phone #: [REDACTED]

AGENT

Agent's Name: Manishkumar Patel Agent's Title: Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: [REDACTED] City: Macon State: GA Zip: 31216
 Home Phone #: [REDACTED] Email: m2mumat@gmail.com
 Mailing Address: 1681 Rocky Creek Rd City: Macon State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Natavarlal K Patel Title: Owner
 Home Address: [REDACTED] City: Macon State: GA Zip: 31206
 Home Phone #: [REDACTED] Email: natavarlalpatel50@gmail.com
 Mailing Address: 4555 Mercer University Dr City: Macon State: GA Zip: 31210

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Manishkumarm Patel</u>			
Home Address: [REDACTED]			
Sex	Race	Date of Birth	Social Security Number
<u>Male</u>	<u>Asian</u>	[REDACTED]	[REDACTED]

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

Signature Patel Manish m Date 09/25/24

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Nataharlal K Patel</u>			
Home Address: [REDACTED]			
Sex	Race	Date of Birth	Social Security Number
<u>male</u>	<u>Asian</u>	[REDACTED]	[REDACTED]



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

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

N. K. Patel
Signature

09/25/24
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

Business Name: Solo 4555 LLC Solo Mart

Printed Name of Applicant: Manishkumar Patel

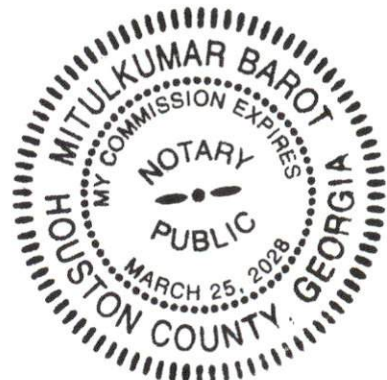
*Signature of Applicant: Patel Manish kumar

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF September, 2024.

M. BAROT
 NOTARY PUBLIC

March 25th 2028
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Non Immigrant - Temporary Employment Authorized

A non-national of the U.S. who is admitted for a specific reason and for a limited period of time. The applicant is temporarily allowed to work. 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: 0025017203240WP
Class of Admission (COA) Code: U1
Country of Birth: IND - INDIA
Employment Authorization Document (EAD) Expiration Date: 01/15/2029
Provision of Law Code: A19

Agency Submitted Details

Full Name: manishkumar m patel
Date of Birth: [REDACTED]
Alien Number: 212930696
Initiated On: 01/17/2025
Initiated By: IHAL0956
Point of Contact Name: Ian Hall
Point of Contact Phone Number: [REDACTED]
Requested Benefits: Occup. Tax Cert.
Attached Document: No



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) 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: Solo Mart / Solo 4555 LLC

Printed Name of Applicant: Natavertul K Patel

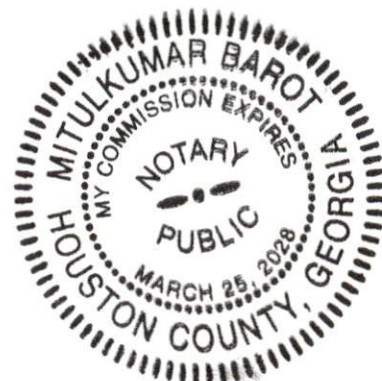
*Signature of Applicant: N. K. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF September, 2024.

M. Barot
 NOTARY PUBLIC

March 25th 2028
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: NATAVARLAL K PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4555 MERCER UNIVERSITY DR.

BUSINESS NAME: SOLO 4555 LLC / SOLO MART

To Be Completed by County Engineer

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

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

Date: 10/10/2024

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

Solo Mart
#4555 Mercer University Drive

3,500' — SCHOOL GROUND property line
Union Elementary

3,850' — SCHOOL BUILDING
Union Elementary

5,350' — COLLEGE CAMPUS property line
Middle Georgia State University

12,200' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road

6,900' — PUBLIC LIBRARY or BRANCH building
Library Annex - Macon Mall

1,700' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Martin Place

390' — CHURCH (building)
Word & Deed Ministries

* 250' — CHURCH GROUNDS
Word & Deed Ministries

13,250' — 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"

Refer to Attorney's Office
Paul J. Hoinowski
October 9, 2024

APPLICATION FOR AFFIDAVIT

5
DATE 09/24/24

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: LO

BEER _____

BEER LO

WINE _____

WINE LO

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Solo 4555 LLC / Solo mart

LOCATION OF BUSINESS: 4555 Mercer University Dr, Macon, GA -

PERSON APPLYING FOR AFFIDAVIT: Natavakul K Patel

3/210

TELEPHONE: _____

cell - _____

Natavakul Patel 50@gmail.com

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



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
100389	597023	Print Legal Ad-IPL01962000 - IPL0196200		\$46.36	1	311

Attention: Solo 4555 LLC

SOLO 4555 LLC
4555 MERCER UNIVERSITY DR.
MACON, GA 31210

natavarlalpatel50@gmail.com

NOTICE

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 6th day of October, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Solo 4555 LLC/Solo Mart (dba) 4555 Mercer University Dr. Macon, GA 31210**. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below."

This 29th day of September, 2024. Natavarlal K. Patel, Applicant
IPL0196200
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

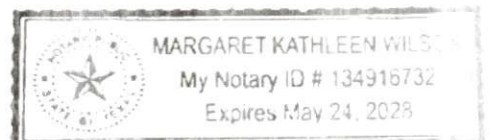
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willments Serrano

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



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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2580	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/30/2024
PARCEL NO: L0820253	ZONING DISTRICT: PDM	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Natavarlal K. Patel Solo 4555 LLC DBA Solo Mart	
PROPOSED USE:	Change of ownership c-store	
ADDRESS OF PROPOSED USE:	4555 MERCER UNIVERSITY DR	
PROPERTY OWNER'S NAME:	SB MGT LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- 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: 09/30/2025

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SOLO 4555 LLC	Control Number:	24171531
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	4555 MERCER UNIVERSITY DR, MACON, GA, 31210, USA	Date of Formation / Registration Date:	9/10/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **NATAVARLAL PATEL**
 Physical Address: **4555 MERCER UNIVERSITY DR, MACON, GA, 31210, USA**
 County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: Solo mart Name of Corporation: Solo 4555 LLC

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

Individual:

Name and Title: Natavratil K Patel (owner) Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

Mailing Address: 4555 Mercer University Dr, 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): 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: _____



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: Manishkumar Last Name: Patel
Home Address: 5577 Houston Rd #1502 City: Macon State: GA Zip: 31216
Home Phone #: [REDACTED] Email: mtmumat@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 4555 Mercer University Dr City: Macon State: GA Zip: 31210

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

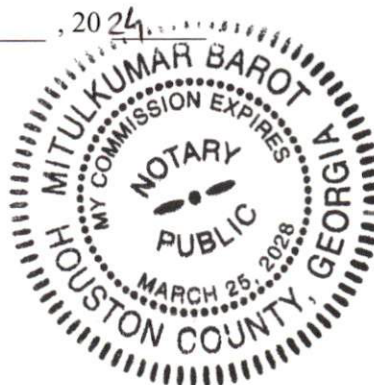
Patel Manishkumar
Applicant's Signature

09/25/2024
Date

I hereby certify that Manishkumar Barot 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 25th day of September, 2024

[Signature]
Notary Public



March 25th 2028
My Commission Expires



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

MANISHKUMAR PATEL

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-12-20

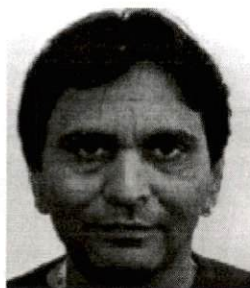
Serial No.

cert_z75z9txg





Manishkumar M. Patel



AH001465

ALCOHOL HANDLER

EXP: 12/31/2025



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: Nataharlal Last Name: Patel
Home Address: 124 Ummya nager cir City: macon State: GA Zip: 31206
Home Phone #: [REDACTED] Email: nataharlalpatel50@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 4555 mercer City: macon State: GA Zip: 31210
university dr

- 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.

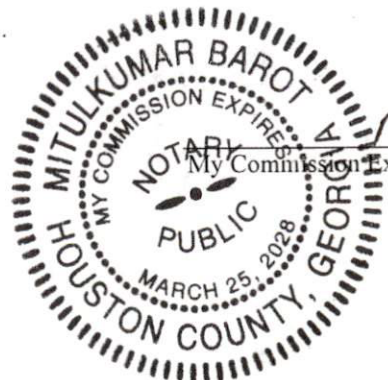
N. K. Patel,
Applicant's Signature

09/25/24
Date

I hereby certify that Nataharlal 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 25th day of September, 2024.

[Signature]
Notary Public



March 25th 2028
My Commission Expires

Rev. 7/202121



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

NATAVARLAL PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-09

Serial No.

cert_kk944qnr





Natavarlal Patel



AH000658

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE CONTRACT

THIS COMMERCIAL LEASE CONTRACT (the "Lease"), made this 01st day of NOVEMBER of 2024, between between SB MGT LLC first party (hereinafter called "Landlord") and SOLO 4555 LLC DBASOLO MART second party (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, this Lease amends, replaces and supersedes all previous agreements for possession of the Premises, as hereinafter defined;

WHEREAS, this Lease shall be the sole agreement between the Landlord and Tenant as to the possession of the Premises;

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

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

4555 MERCER UNIVERSITY DR
MACON GA 31210

for the term of five (15.) years commencing on the day of NOVEMBER 1ST, 2024 and ending on the 30TH day of OCTOBER, 2039 for which the Tenant agrees to pay Landlord, by direct deposit into that certain account to be provided by Landlord, on the first of each rental month, in advance, a monthly rental of: Fifteen Thousand Five Hundred Dollar and 00/100 Dollars (\$15500.00) per month for the lease term.

The Lease term may be extended for as many as two (2) additional terms of five (15) years each. Said extensions shall occur automatically unless Tenant provides express notice to Landlord prior to the date occurring sixty (60) days prior to the expiration of any term indicating Tenant will not extend, or unless this Lease is otherwise terminated pursuant to the terms hereof.

Upon the commencement of each such extension term, there shall be Rent increases as follows: Extension Term #1 (Years 6-10): \$15,500.00; Extension Terms #2 (Years 11-15): \$17,500.00

SECURITY DEPOSIT: No Security Deposit will be required under this Lease.

USE OF PREMISES: Tenant shall not use the Premises for any illegal activity. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws, including all of the requirements

pertaining to leak detection and other regulatory compliance issues associated with the use of the underground storage tanks. Tenant shall employ a company to assure ongoing UST and GUST compliance, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or

operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance results from any condition, event or circumstance existing on or after the commencement of the Lease term or requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

TAXES: Tenant shall pay all taxes assessed against the Premises. Tenant shall pay any and all taxes, before delinquency, for any of Tenant's property located thereon. Tenant shall pay any and all other taxes and assessments relating to the Premises and/or Tenant's operation of business thereon, including without limitation sales taxes, use taxes, and occupancy taxes.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Landlord shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Tenant shall, at Tenant's sole cost and expense, shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord's lender in accordance with their respective interests therein. In the event such insurance must be obtained in the name of the Landlord, Landlord will reasonably cooperate with Tenant to obtain the same, but Tenant shall be responsible to pay the policy in full at, or prior to, the time the policy is issued.

Tenant shall procure any and all other insurance as required by law, including without limitation, workers compensation insurance.

Prior to the commencement date, Tenant shall deliver to Landlord certificates of insurance for the aforesaid policies. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by each insurance carrier. At least ten (10) days prior to the date of each annual renewal of each policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for such renewal.

ANNUAL ACCOUNTING TO LANDLORD: Tenant shall provide the following to Landlord on an annual basis between January 1 — January 15 each year: (a) proof of proper insurance as required by this Lease; (b) proof of payment of ad valorem taxes; (c) proof of payment of any other taxes related to the business; (d) a financial accounting of the business in the form of a Profit and Loss Statement containing all financial information from the immediately preceding calendar year.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of \$350.00 will be due on any rents received after the 10th of the month. A Service Charge of \$50.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossession warrants on or after the 15th of the month.

TENANT'S INITIALS **TENANT'S INITIALS**

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

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

REPAIRS BY LANDLORD: Landlord shall not be required to make any repairs or improvements to Premises.

TENANT'S ACCEPTANCE OF THE PREMISES AND REPAIRS BY TENANT: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including, without limitation, heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and parking lot. Tenant, at Tenant's sole cost and expense shall keep in good order the the foundation, exterior walls, and abutting of sidewalks. Put simply, **TENANT SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS ON THE PREMISES AND ACCEPTS THE SAME IN ITS AS-IS CONDITION WITHOUT WARRANTY.** Tenant must keep the Property in a neat and slightly condition.

LICENSING AND PERMITTING: Tenant shall be solely responsible for obtaining and maintaining any and all licensing and permitting necessary to conduct its business within the Premises at Tenant's sole cost and expense, which shall include, without limitation, any Coin Operated Amusement Machine licensing and business licensing. Any and all changes in Tenant licensing and/or permitting must be approved by Landlord in writing prior to Tenant taking action to make such changes.

It is acknowledged and agreed that Tenant shall be required to assume and strictly comply with any and all Landlord's agreements binding the Premises. These agreements include, but are not limited to, any fuel supply agreement. If the fuel supply agreement ends during the Tenant's term, then the Tenant may only enter into a

- new fuel supply agreement with the express written permission of the Landlord. It is understood that Tenant shall not encumber the Premises in any way. Tenant agrees to terminate all vendor agreements at the termination of this Lease and shall hold Landlord harmless herein. Tenant further agrees that Tenant shall not bind the Landlord to any coin operated amusement machines ("COAM") agreement without the written consent of the Landlord. If Landlord consents to the COAM agreement, then Tenant shall obtain a no dispute certification and/or similar document from the master licensee at least five (5) days before the termination of the Lease and the Tenant assures that the master licensee shall send the no dispute certification to Georgia Lottery Corporation by or before the termination of this Lease. With Landlord's written consent, Tenant may enter into a COAM agreement for the Premises as long as the agreement is for a term of only one (1) year with no renewals and/or extensions.

EQUIPMENT, IMPROVEMENTS, AND TRADE FIXTURES: Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including all attached to or used in connection with the Premises including, but not limited to, coolers, freezers, ice machine, counters, shelves deli equipment, gasoline dispensers and underground gasoline storage tanks, pumps, dispensers, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, and the pipelines appurtenant thereto all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant. All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord or his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

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

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

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

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Tenant hereby agrees to surrender all inventory, including any fuel and retail items in the Premises, to Landlord in the event of a Tenant default. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossessory proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

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

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

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

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all deposits, hook up costs, utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease together with an administrative fee of One Hundred and No/ 100 Dollars (\$100.00).

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

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

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

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

TERMINATION: Landlord shall have the unilateral right to terminate this Lease upon thirty (30) days' notice to Tenant. Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

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

GUARANTY OF LEASE: This Lease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Landlord would not have entered into this Lease.

- SALE OR TRANSFER OF BUSINESS AND RIGHT OF FIRST REFUSAL: Tenant hereby grants Landlord a right of first refusal to the sale of the business Tenant will operation within the Premises. In the event Tenant desires to sell said business, and receives a bona fide offer for the same, Tenant shall present said offer to Landlord, and Landlord shall be provided thirty (30) days within which to elect whether to purchase the business on the terms contained in said offer. In the event Landlord fails to exercise its right of first refusal within said thirty (30) day window, the same shall be treated as a declination to exercise said right.

In the event Landlord exercises its right of first refusal, Tenant shall void all existing contracts related to the business, except any fuel supply agreement, and Tenant shall pay any and all fees and/or breach penalties associated with such voiding of contracts. In the event of any conflict between this provision and the bona fide offer presented to Landlord, the terms of this provision shall control.

In the event Landlord declines to exercise said right, Tenant may not sell the business without the written consent of Landlord.

In the event of any sale or transfer of the business to the Landlord, Tenant shall allow Landlord to utilize any and all licenses of the Tenant related to the operation of the business for up to one hundred eighty (180) days

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Bibb County, State of Georgia.

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

LANDLORD: SB MGT LLC TENANT: SOLO 4555 LLC DBA SOLO MART

By: N. K. Patel

Name: NATAVARLAL K PATEL

Title: OWNER

EXHIBIT "A" GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain COMMERCIAL LEASE CONTRACT (hereinafter referenced as "Lease"), effective the 1ST day of NOVEMBER, 2024, by and between SB MGT LLC (hereinafter referenced as "Landlord"), and SOLO 4555 LLC DBA SOLO MART (hereinafter referenced as "Tenant") for the real property and business located at 4555 MERCER UNIVERSITY DRIVE, MACON GA 31210. Landlord is unwilling to enter into the Lease unless NATAVARLAL K PATEL (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the November day of 2024.

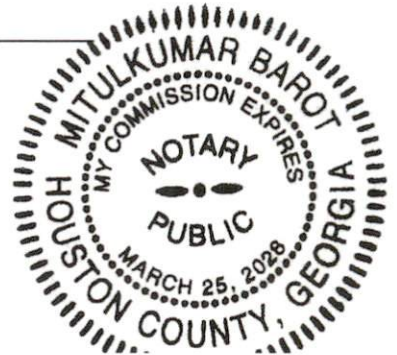
Signed, sealed, and delivered GUARANTOR: in
in the presence of:

N. K. Patel.
NATAVARLAL K PATEL

MMBBA My seal Expires March 25th 2028 (Seal) Witness
SS# 623-11-8521

Address: 124 Umiya Nagar Cir Macon GA 31206.

Notary Public



GEORGIA

DRIVER'S LICENSE

LIMITED-TERM
DRIVER'S LICENSE

DL



USA
GA

Governor: *B. Perdue*

4d DL NO. [REDACTED]

3 DOB [REDACTED]

9 CLASS C

4b EXP 10/30/2026

2 MANISHKUMAR M

1 PATEL

B 5577 HOUSTON RD APT 1502
MACON, GA 31216-4922
BIBB

12 REST A

9a END NONE

4a ISS 12/13/2022

15 SEX M

18 EYES BLK

16 HGT 5'-05"

17 WGT 165 lb

Commissioner: *Spencer R. Moore*



Manish Kumar M Patel

5 DD 511854526460020000

UNITED STATES OF AMERICA
EMPLOYMENT AUTHORIZATION

PATEL MANISHKUMAR 05 OCT 2022

Surname
PATEL

Given Name
MANISHKUMAR M

USCIS# [REDACTED] Category Card#
C14 EAC1707650322

Country of Birth
India

Terms and Conditions
None

Date of Birth [REDACTED] Sex
M

Valid From: **10/31/22**

Card Expires: **10/30/26**

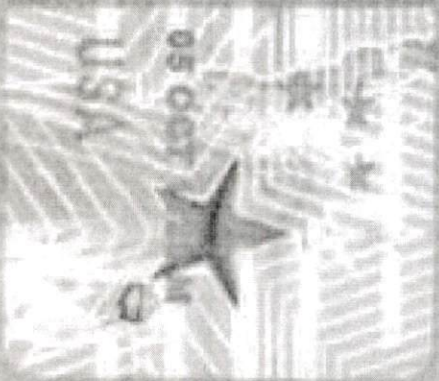
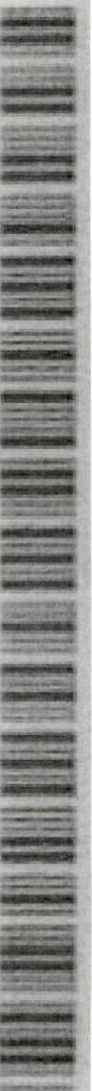
NOT VALID FOR REENTRY TO U.S.

USA

Fingerprint not available

FORM I-796
Rev (02-2016)

42524900



This card is not evidence of U.S. citizenship or permanent residence.
This document is void if altered and may be revoked by the U.S. Government.
The person identified is authorized to work in the U.S. for the validity of this card.

53

If found, drop in any US Mailbox. USPS Mail to 7 Product Way, Lees Summit, MO 64002

IAUSA2129306966EAC1707650322<<
8010052M2610302IND<<<<<<<<<<1
PATEL<<MANISHKUMAR<MAGANBHAI<<

THIS OPEN
NATAVAR

GEORGIA
DRIVER'S LICENSE

DL DRIVER'S LICENSE

DL



USA
GA

Governor: *B. R.*

4d DL NO [REDACTED] 3 DOB [REDACTED]
9 CLASS C 4b EXP 04/02/2027
2 NATAVARLAL K
1 PATEL

Commissioner: *Spencer L. Rice*



8 124 UMIYA NAGAR CIR
MACON, GA 31206
BIBB
12 REST B
9a END NONE
4a ISS 07/26/2019
16 SEX M 18 EYES BLK
16 HGT 5'-03" 17 WGT 159 lb

E DD 388240835040034789

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.

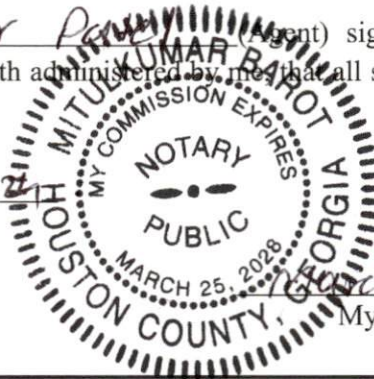
Agent's Signature: Patel Manish K Date: 09/25/2024

Business Name: Solo Mart / Solo 4555 LLC

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

This 25th day of September, 2024

Manish Kumar Barot
Notary Public



Manish 25th 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: N. K. Patel Date: 09/25/2028
(If different from Agent)

Title: Owner

Business Name: Solo 4555 LLC / Solo Mart

I hereby certify that Natavarlal 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 25th day of September, 2024

Manish Kumar Barot
Notary Public



Manish 25th 2028
My Commission Expires

Agent Certification

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

Agent's Signature: N. K. Patel Date: 09/25/24

Business Name: Solo mart / Solo 4555 LLC

I hereby certify that Nataraj K 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 25th day of September, 2024.

M. Barot
Notary Public



Ownership/Individual Certification

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

Individual/Owner's Signature: N. K. Patel Date: 09/25/24
(If different from Agent)

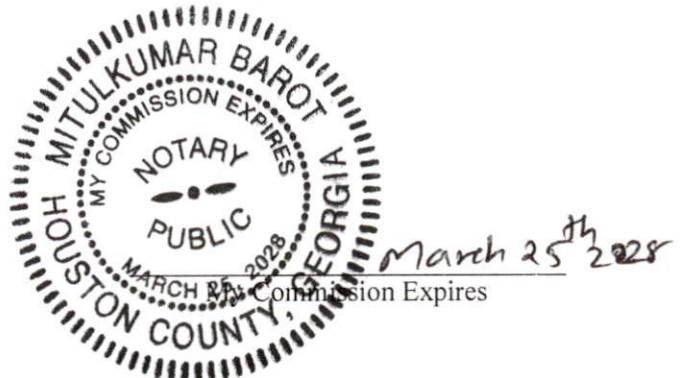
Title: owner

Business Name: Solo mart / Solo 4555 LLC

I hereby certify that Nataraj K 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 25th day of September, 2024.

M. Barot
Notary Public



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Solo mart / Solo 4555 LLC

Business Address: 4555 Mercer University Dr, Macon, GA 31210

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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

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

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

N. K. Patel.
Applicant/Agent Signature

09/25/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name:

Solo mart / Solo 4555 LLC

Business Address:

4555 Mercer University Dr, Macon, GA - 31210

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

[Signature] #7210
Code Enforcement Department Designee

09/30/2024
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.

N. A. Patel
Applicant/Agent Signature

09/25/24
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Patel Manish K
Signature

Manishkumar Patel
Print Name

09/25/2028
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

N. K. Patel

Signature

Nataharlal K Patel

Print Name

09/25/24

Date



Alcohol License Questionnaire

Name of Business: Solo mart / solo 4555 LLC
 Owner's Name: Nataharlal K Patel
 Address: 4555 Mercer University Dr
macon, GA - 31210

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

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

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

Please circle one: Relation, see below ☒ No Relation

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

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

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

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

N. K. Patel
 Signature

Nataharlal K Patel
 Print Name

09/25/24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Solo mart / Solo 4555 LLC

Business Address: 4555 Mercer University Dr, Macon, GA 31210

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

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

N. P. Ridel

Applicant/Agent Signature

09/25/24

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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



Macon-Bibb County Certificate of Good Standing

Instructions: This Certificate is used to certify the tax compliance status of certain individuals or business entities with a connection to a person or business that is applying for or being considered for some privilege with the Macon-Bibb County Government. These privileges may include:

- Obtaining a building permit, plat approval, building inspection report, or certificate of occupancy
- Obtaining or renewing any alcohol or privilege license
- Being appointed to any board or position of trust requiring confirmation of the County Commission.
- Being awarded a contract through a formal competitive bid or proposal process
- Being awarded a non-competitive contract over \$50,000.00
- Registering to bid on any surplus real property sold by the Macon-Bibb County Government or the Macon-Bibb County Tax Commissioner
- Any other privilege granted by Macon-Bibb County which may require certifying tax compliance status

If **AN INDIVIDUAL OR SOLE PROPRIETORSHIP** is applying for a privilege requiring this form, then that individual must complete this Certificate using his or her name as both the applicant and the subject.

If **AN ENTITY** is applying for a privilege requiring this form, then an owner or manager must complete this Certificate using the entity's name as both the applicant and the subject; and **ONE ADDITIONAL CERTIFICATE** must be completed **FOR EACH** individual identified as an owner in the entity's Certificate.

FOR BOTH INDIVIDUALS AND ENTITIES, if the privilege requested is a building permit, plat approval, building inspection report, certificate of occupancy, alcohol license, or other privilege license, then **ONE ADDITIONAL CERTIFICATE** must be completed listing the landowner of the construction site or business location as the subject.

All required completed certificates must be submitted together. 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.

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Natavakhal K Patel

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

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

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

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

100% owner

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.

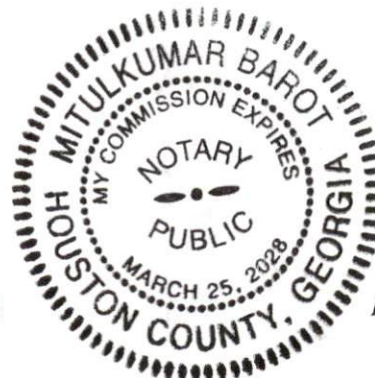
Natavakhal K Patel N.K. Patel
Print and Sign Name

Sworn to and subscribed before me this

25th day of September, 2024.

[Signature]
Notary Public

My Commission Expires: March 25th 2028



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: SB MAT LLC (Bakubhai Patel)
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% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

N/A

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

Bakubhai Patel
Print and Sign Name

Sworn to and subscribed before me this

25th day of September, 2024.

M. M. Barot
Notary Public

My Commission Expires: March 25th 2028





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 5/15/2025 (Date) ^{DS}SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}SP

Stephanie Freeman, Administrative Office Specialist



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: Natavarlal Patel – Fingerprints Completed 01/29/Manishkumar Patel – No prints needed

Business Name: Solo 4555 LLC DBA Solo Mart

Business Address: 4555 Mercer University Dr, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		2/10/2025
Granted	_____ Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	Date

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

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

ADDED TO THE MAY 20, 2025 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 goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: [REDACTED] State Tax ID #: [REDACTED]
 Business Name: SP5POOTS BAR Corporate and Trade Name: 475 SPOOTS BAR LLC
 Local Business Address: 4755 Chambers Rd Macon GA 31206
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 4755 Chambers Rd Macon GA 31206
Street Address (City State Zip)
 Local Business Phone #: 917-359-1719 Email Address: SP5POOTBAR@gmail.com
 Contact Person: Sanjay Patel Contact Phone #: [REDACTED]

AGENT

Agent's Name: Sanjay Patel Agent's Title: Member
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 4755 Chambers Rd City: Macon State: GA Zip: 31206
 Home Phone #: [REDACTED] Email: SP5POOTBAR@gmail.com
 Mailing Address: 4755 Chambers Rd City: Macon State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Sanjay P Patel</u>			
Home Address: <u>4755 Chambers Rd Macon GA 31206</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Asian</u>		



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

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


Signature

12/13/2024
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 <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

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

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

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

Agency Designee Signature and Title

Date

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

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

- 1) 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: SP Sports Bar | 475 Sportsbar LLC

Printed Name of Applicant: Sanjay Patel

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19 DAY OF Dec, 2024.


 NOTARY PUBLIC

12/14/2025
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: SANJAY PATEL
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 4755 CHAMBERS RD.
BUSINESS NAME: SP SPORTS BAR

To Be Completed by County Engineer

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

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 1/2/25

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

SP Sparto Bar

#4755 Chambers Road

7,500' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

4,650' - MHA housing unit property line

Martin Place

#4805 Columbus Road

JWH

OK!

Paul J. Hoinowski
December 30, 2024

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
149993	622202	Print Legal Ad-IPL02095260 - IPL0209526		\$46.36	1	29 L

Attention: Sanjay Patel

Sanjay Patel
4755 chambers rd
Macon, GA 31206

Spsportbar@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 December 28, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **SP SPORTS BAR / 475 SPORTS BAR LLC**, 4755 Chambers 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 December 21, 2024. Sanjay Patel,
Applicant
IPL0209526
Dec 21, 28 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:

12/21/24, 12/28/24

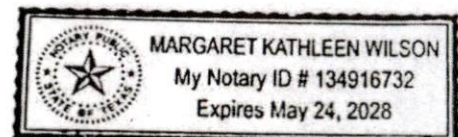
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 30th day of December in the year of 2024

Margaret K. Wilson

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



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



ZONING COMPLIANCE

PERMIT NO: ZC-2024-2957	PERMIT TYPE: Permitted Use	DATE ISSUED: 01/07/2025
PARCEL NO: L0910069	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Sanjay Patel 475 Sports Bar LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	4755 CHAMBERS RD	
PROPERTY OWNER'S NAME:	PRAMUKH GROW LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted for change of ownership in C-4 zoning, reopening sports bar within hotel, a conditional use granted ZC-12-1658, presently w/ alcohol sales only. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction. ☐

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/07/2026

APPROVED BY: *Julie Grinn*

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

Control Number : 24196706

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

475 SPORTS BAR LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **01/01/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/24/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

Ownership Disclosure Form

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

Business:

Trade Name: SP SPOOTS BAR Name of Corporation: 475 SPOOTS BAR LLC

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

Individual:

Name and Title: Sanjay Patel | Member Telephone Number: [REDACTED]

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

Residential Street Address: 4755 Chambers Rd Macon GA 31206

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

Mailing Address: 4755 Chambers 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): 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: _____



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: Sanjay Last Name: Patel
Home Address: 4755 Chambers Rd City: Macon State: GA Zip: 31206
Home Phone #: [REDACTED] Email: SPSPORTBAR@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 4755 Chambers Rd City: Macon State: GA Zip: 31206

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

[Signature]
Applicant's Signature

12-19-24
Date

I hereby certify that Sanjay 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 19 day of Dec, 2024.

[Signature]
Notary Public



12/14/2025
My Commission Expires

Rev. 7/202121



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

SANJAY PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-04-01

Serial No.





Sanjay Patel



AH000653
ALCOHOL HANDLER
EXP: 12/31/2025

LEASE AGREEMENT

**Pramukh Grow LLC
4755 Chambers Rd
Macon GA, 31206**

THIS LEASE AGREEMENT is made and entered effective this 1st day of November 2024, by and between **Pramukh Grow, LLC**, hereinafter referred to as "Lessor", and **475 SPORTS BAR LLC** hereinafter referred to as "Lessee".

RECITALS:

Lessor is the owner of the real property at 4755 Chambers Rd Macon, GA, 31206, which is suited for and has been used as a bar and lounge and Lessee desire to lease the property.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained here in, the parties agree with each other as follows:

1. PREMISES

Lessor leases to Lessee and Lessee leases from the Lessor that certain property known as 4755 Chambers Rd. Macon, GA 31206.

2. TERM

The initial term of this lease shall be for 10-Years. The said 10-year term will commence on 1st day of November, 2024.

3. RENT PAYMENT

Lessee shall pay to Lessor Two Thousand Dollars (\$2,000.00), as rent for the premises leased herewith, monthly rental payments, due on every 1st of the month.

Payments due hereunder shall be late if paid after the due date of the lease payments. Payments paid after the due date shall be added thereto a late charge of one hundred dollars (\$100.00) as a late payment penalty.

4. POSSESSION/MAINTENANCE

Lessee accepts the leased premises in their present condition and as suited for the purposes intended by Lessee. Lessee shall also have responsibility of any repair if break in occurs to property. Lessee shall have the responsibility of repairing and maintaining the interior

of the premises to include all equipment, machinery, fixtures, appliances, and furnishings to keep them in good condition throughout the term of this lease, with normal wear and tear acceptable. Lessee is providing equipment, and in the event any issues with the equipment occur, Lessee shall be solely responsible for repair. In the event any piece of equipment or system break as a result of Lessee's negligence or misuse, Lessee shall be responsible for the cost of any repair or replacement. Lessee shall be responsible for the maintenance of AC unit; however in the event it needs replacement, Lessor shall insure replacement of the unit. Lessor shall be responsible for any roof or exterior maintenance.

5. INSURANCE

Lessee shall have to maintain at all times an adequate insurance coverage, to protect the Lessor from any and all claims and losses to that part of the premises which it is the duty of the Lessee to repair and maintain, including the equipment, which arise out of any casualty and to show and name Lessor as loss payee under any such coverage's, Lessor being entitled at all times to proof of such insurance and of this status as a loss payee there under. Lessor shall maintain at all times adequate insurance coverage to protect that part of the premises, which it is the duty of Lessor to repair and maintain from loss due to casualty.

Lessee shall maintain at all times adequate liability coverage to protect, indemnify and hold harmless Lessor against all claims for damages to person or property arising out of the use or occupancy of the premises and all expenses incurred by Lessor because of such damages, including attorney's fees and costs of court and Lessee shall indemnify and hold Lessor harmless as to any cost, expense or exposure of any kind because of any damages liability arising out of Lessee's use of the premises.

6. DAMAGE/CASUALTY

If the exterior of the premises, that part which it is the duty of Lessor to repair and maintain, are damaged by casualty but such destruction is not total or of such a nature to require cessation of the business of Lessee, this lease shall continue and it shall be the duty and obligation of Lessor to restore said premises to their condition before the casualty. If the premises are wholly destroyed by casualty or any such destruction prevents the continuation of Lessee's business, rental shall abate until such time as Lessor can affect repair of the said damage

whereupon rental shall recommence with those provisions. However, the Lessee may elect to terminate the lease if restoration of the premises would cause its business to be interrupted for a period in excess of six months. If it is determined that cause of casualty was due from actions of the Lessee then lease will not be terminated.

7. LEGAL REQUIREMENTS

Lessee shall at its own expenses promptly comply with all requirements of any legally constituted public authority pertaining to that part of the premises, which it is the duty of the Lessee to repair and maintain.

8. DEFAULT AND REMEDIES

It is mutually agreed that in the event Lessee shall default on the payment of rent provided for herein or shall fail or refuse to perform or accomplish any of its other obligations and agreements hereunder, or if Lessee files bankruptcy or is adjudicated bankrupt (under any Chapter of the Bankruptcy Act), or if Lessee makes an assignment for benefit of creditors, then, in any of said events, Lessor at its option may at once terminate this lease. If the Federal or State entities prevents Lessee for continuing the business on the premises, then Lessee at its option may at once terminate the lease without any obligation or penalties.

9. ASSIGNMENT AND SUBLETTING

Lessee at any point can sublease, transfer, or assign the lease to any other party or person.

10. GOVERNANCE

This Agreement shall be governed under the law of the State of GA.

11. ENTIRE AGREEMENT

This lease and the contemporaneous agreements between Lessee and Lessor contain the entire agreement between the parties hereto and no representation, inducements, promises, or agreements not a part hereof shall be of any force and effect or be enforceable.

This lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this lease. All covenants are to be construed as conditions of this lease.

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

LESSOR:

Pramukh Grow LLC

Jalpa Patel
SIGN

Jalpa Patel
NAME

Owner
TITLE

11/01/24
DATE

LESSEE:

475 SPORTS BAR LLC

Sanjay Patel
SIGN

Sanjay Patel
NAME

Owner
TITLE

11/01/24
DATE

GEORGIA

DRIVER'S LICENSE

DRIVER'S LICENSE

DL



Governor: *B. Perdue*

4d DL NO. [REDACTED]

3 DOB [REDACTED]

9 CLASS C

4b EXP 06/02/2032

2 SANJAY

1 PATEL

8 4755 CHAMBERS RD
MACON, GA 31206-5364
BIBB

12 REST A

9a END NONE

4a ISS 05/02/2024

15 SEX M

18 EYES BLK

16 HGT 5'-06"

17 WGT 135 lb

Commissioner: *Spencer L. Moore*



[Signature]

5 DD 562493824750020000

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: 12/13/24

Business Name: SP SPORTS BAR

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: [Signature] Date: 12-19-24
(If different from Agent)

Title: OWNER

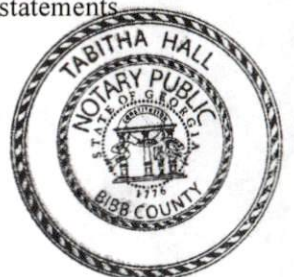
Business Name: SP. SPORTS BAR

I hereby certify that [Signature] (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 19 day of Dec, 2024.

[Signature]
Notary Public

12/14/2025
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: GP Sports Bar / 475 Sports Bar LLC

Business Address: 4755 Chambers 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.

- ☐ **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

12-19-21
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

Business Name: SP SPOOTS bar | 475 SPOOTS bar LLC

Business Address: 4755 Chambers 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.

Anthony C Fox
Code Enforcement Department Designee

1/3/2025
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

12-19-24
Date

Applicant Privacy Rights Notification Signature Form

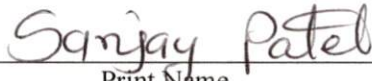
Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

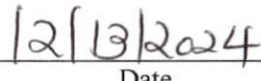
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date



Alcohol License Questionnaire

Name of Business: SP Sports Bar
 Owner's Name: Sanjay Patel
 Address: 455 Chambers 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? \$ _____

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

Sanjay Patel

Signature

Sanjay Patel

Print Name

12/13/24

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: SP SPORTS BAR

Business Address: 4735 Chambers Rd 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

12-19-21
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

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

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

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

Z1 Express

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.

Sanjay Patel

Print and Sign Name

Sworn to and subscribed before me this

19 day of Dec, 2024.

Shad 12/14/2025
Notary Public

My Commission Expires:



Macon-Bibb County Certificate of Good Standing

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

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

Jarpa Pate Jarpa Pate
Print and Sign Name

Sworn to and subscribed before me this

2 day of Jan, 2025.

[Signature]
Notary Public

My Commission Expires:





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 5/15/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

OFFICE USE ONLY
ALCOHOL APPLICATION

Business Address: 4755 Chambers Rd, Macon GA 31206

DocuSigned by: After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/13/2025
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



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL JUVENILE JUSTICE INCENTIVE GRANT FUNDING FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL FOR FISCAL YEAR 2025, IN THE AMOUNT OF \$144,971.00, WITH NO LOCAL MATCH, AWARDED TO THE MACON JUDICIAL CIRCUIT JUVENILE COURT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on July 16, 2024, by Resolution R-24-0109, the Macon-Bibb County Commission authorized the acceptance of a Juvenile Justice Incentive Grant (“JJIG”), in the amount of \$220,143.00, awarded to the Macon Judicial Circuit Juvenile Court (“Juvenile Court”) for Fiscal Year 2025; and

WHEREAS, on August 20, 2024, by Resolution R-24-0120, the Macon-Bibb County Commission authorized the Mayor to enter into an agreement with Evidence Based Associates, LLC to provide functional family therapy services for Juvenile Court in the amount of \$220,143.00 to be paid from the previously accepted JJIG funds; and

WHEREAS, Juvenile Court expended the full amount of the JJIG funds prior to the end of the fiscal year, and requested additional funding from the Georgia Criminal Justice Coordinating Council (“CJCC”); and

WHEREAS, CJCC has agreed to provide Juvenile Court an additional \$144,971.00 in JJIG funding to cover the remainder of the 2025 fiscal year expenditures for functional family therapy; and

WHEREAS, Juvenile Court anticipates amending its agreement with Evidence Based Associates, LLC so that it can continue to provide the necessary functional family therapy services for Juvenile Court through the end of the fiscal year; and

WHEREAS, the Macon-Bibb County Commission desires to accept the additional JJIG funding for the above-stated purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission approves the acceptance of additional Juvenile Justice Incentive Grant funding, in the amount of ONE HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND 00/100 CENTS (\$144,971.00), from the Georgia Criminal Justice Coordinating Council for the 2025 fiscal year, with no local match required, on behalf of the Macon Judicial Circuit Juvenile Court.

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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Accepting Additional Funds for Juvenile Justice Incentive Grant for FY 25 - \$114,971.00.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A KNIGHT FOUNDATION GRANT, IN THE AMOUNT OF \$34,800.00, WITH NO LOCAL MATCH, FOR MACON-BIBB COUNTY TO HIRE A FIRM TO ASSIST IN THE RECRUITMENT AND HIRING OF A NEW CHIEF INFORMATION OFFICER; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RAFTELIS, INC., IN THE AMOUNT OF APPROXIMATELY \$34,800.00, FOR THE AFOREMENTIONED PURPOSE, TO BE PAID FROM THE AFOREMENTIONED FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has applied for and has been awarded a grant from the Knight Foundation, in the amount of \$34,800.00, with no local match, to be used by County administration to hire a firm to assist in the recruitment and hiring of a new Chief Information Officer; and

WHEREAS, the Macon-Bibb County Commission desires to accept the Knight Foundation grant funding for the above-stated purpose; and

WHEREAS, the County administration has selected a firm, Raftelis, Inc., that specializes in local government talent acquisition and management consulting to assist the County in the recruitment and hiring of a new Chief Information Officer; and

WHEREAS, Raftelis, Inc. has proposed to provide recruitment and hiring services for the County for the aforementioned purpose in the amount of \$34,800.00, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, the County may hire consultants on a non-competitive basis subject to the approval of the Macon-Bibb County Commission; and

WHEREAS, the Macon-Bibb County Commission desires to hire Raftelis, Inc. to perform the aforementioned services for the aforementioned cost, to be paid from the Knight Foundation grant funds awarded to the County and accepted herein; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission approves the acceptance of a Knight Foundation Grant, in the amount of \$34,800.00, with no local match, for Macon-Bibb County to hire a firm to assist in the recruitment and hiring of a new Chief Information Officer.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission hereby authorizes the Mayor to enter into an agreement with Raftelis, Inc., in the amount of approximately \$34,800.00, for the purpose of assisting the County in recruiting and hiring a Chief Information Officer, in accordance with Exhibit A, to be paid from the Knight Foundation grant funds accepted 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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*Q:\RES MACON-BIBB\2025 Miller Accepting Knight Foundation Grant and Authorizing Agreement with Raftelis
for IT Director Hiring 5-9-25.docx*

EXHIBIT A



Macon-Bibb County
Office of the County Manager
700 Poplar Street • P. O. Box 247
Macon, Georgia 31202-0247
Tel: (478) 751-7170 • Fax: (478) 751-7931
www.maconbibb.us

April 28, 2025

To: Ms. Lynn Murphy
Knight Foundation

From: Dr. Keith Moffett
County Manager, Macon-Bibb County

Subject: Grant Proposal – Funding Support for Macon-Bibb County Chief Information Officer Recruitment

Executive Summary

Macon-Bibb County respectfully requests a grant of **\$34,800** from the Knight Foundation to support the recruitment of a transformational Chief Information Officer (CIO) to lead the County's technology infrastructure and digital innovation initiatives. Partnering with Raftelis, a nationally recognized executive search firm specializing in local government recruitment, we aim to identify a visionary leader who will strengthen community access, drive operational excellence, and support the County's long-term strategic goals through technology.

This investment will help ensure a transparent, equitable, and competitive recruitment process to secure top-tier leadership committed to modernizing services and expanding digital inclusion for all Macon-Bibb residents.

Purpose and Need

The role of CIO is pivotal in positioning Macon-Bibb County as a forward-thinking, citizen-centered government. With technology rapidly transforming how local governments deliver services, it is imperative that we select a leader capable of enhancing cybersecurity, expanding broadband access, improving data transparency, and driving community engagement through digital tools.

The Knight Foundation's longstanding commitment to community development and civic innovation aligns with Macon-Bibb's vision to create a stronger, more connected community. Investing in the recruitment of an exceptional CIO will help accelerate our digital transformation, benefiting residents, businesses, and institutions across the County.

Project Scope

Macon-Bibb County has engaged Raftelis to conduct a comprehensive, nationwide recruitment process including:

- Conducting a needs assessment with County leadership and stakeholders to define the ideal candidate profile.
- Designing and executing a national outreach campaign targeted at attracting a diverse pool of qualified candidates.
- Screening and evaluating candidates against the County's unique needs.
- Managing interviews, assessments, and final selection processes.
- Supporting onboarding with a structured first-year success plan.

Raftelis brings a proven record of successful placements in local government leadership roles, with a particular emphasis on recruiting diverse and dynamic candidates.

Budget Request

Item	Amount
Raftelis Executive Recruitment Services (Fixed Fee)	\$34,800

Additional costs (e.g., finalist travel reimbursements, background checks, advertising) will be covered directly by Macon-Bibb County.

Outcomes and Impact

The successful recruitment of a highly qualified CIO will:

- Accelerate the implementation of smart city technologies.
- Enhance cybersecurity and protect critical County infrastructure.
- Expand equitable access to digital services for all residents.
- Support transparency, accountability, and community engagement through technology.
- Build organizational capacity and resilience within County operations.

Ultimately, this investment will position Macon-Bibb County to better serve its citizens, leveraging technology to create a more connected, inclusive, and prosperous community.

Conclusion

We appreciate the Knight Foundation's leadership in empowering communities to thrive in a digital world. With your support, we can ensure Macon-Bibb County has the visionary leadership needed to meet the challenges and opportunities of the future.

Thank you for considering this proposal.



Dr. Keith Moffett
County Manager
Macon-Bibb County

Macon-Bibb County

Executive Recruitment Services – Chief Information Officer

PROPOSAL / APRIL 24, 2025

April 24, 2025

Dr. Keith Moffett
County Manager
Macon-Bibb County
700 Poplar Street
Macon, GA 31201

Subject: Proposal for Executive Recruitment Services – Chief Information Officer (CIO)

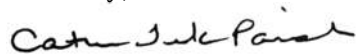
Dear Dr. Moffett:

We are pleased to submit this proposal for executive recruitment services for Macon-Bibb County. Our firm's focus is helping local government and utility organizations solve their financial, organizational, and technology challenges. Our mission is to strengthen communities, and our executive recruitment team does this by helping our clients find the best leaders to move their organizations forward.

Our project team for the County is comprised of skilled recruiters, seasoned in local government management with search experience across the country. This search will be led by Heather Gantz, who has over 25 years of leadership experience in recruiting, talent acquisition, and executive search, with the last 18 years focused exclusively on local government. Our team has completed over 350 nationwide searches, and we have had significant success in identifying and retaining ideal candidates who meet each organization's unique needs and expectations. We are confident our approach will result in a successful leader for the County.

We look forward to the opportunity to serve Macon-Bibb County. If you have any questions, please contact me using the information below.

Sincerely,



Catherine Tuck Parrish, *Senior Vice President*
Phone: 240.832.1778 / Email: ctuckparrish@raftelis.com

Executive Search Strategy

When organizations need to fill key positions, they turn to Raftelis and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. Our approach to executive search services comprises three key phases.

Inquiring, Understanding, and Defining

Macon-Bibb County has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search for the new CIO must accomplish. We will identify qualifications and requirements and map out the new CIO's first-year goals so that the County and the new employee remain on the same track for success. We will build a customized position profile, ensuring we attract the best applicants from across the country.

Candidate Search and Evaluation

To reach the right candidates, Raftelis customizes each search to the specific organization's needs. Often, the professionals best suited to an open position are already employed and not searching for a new job via traditional channels. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. We have demonstrated success assembling candidate pools that are racially, ethnically, and gender diverse. We are dedicated to helping local governments fill leadership positions with candidates that reflect the communities they serve. We work closely with several organizations that support this goal, and we advertise positions with national organizations that represent people of color and women, including the National Forum of Black Public Administrators (NFBPA), the Local Government Hispanic Network (LGHN), and the League of Women in Government. Once the right candidates are found, we help manage the full hiring process, from interviews to background checks to final offers. Our in-depth service empowers clients to achieve their recruitment goals at every step.



39% of our recruitments resulted in the hiring of females

21% of our recruitments resulted in the hiring of people of color

Supporting Success

We support the top candidate's long-term success by creating a goal-driven work plan that is actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for a successful first year. We follow up to ensure continued progress, productivity, and satisfaction for the employee and the County. In the end, we are not just looking for a successful candidate; we are looking for the right employee to be successful in their new position long after their initial hire.

Work Plan

THE FOLLOWING PROVIDES A DETAILED DESCRIPTION OF OUR WORK PLAN FOR MACON-BIBB COUNTY'S CIO SEARCH.

Activity 1 – Develop Candidate Profile

We will begin this engagement by developing a clear picture of the County's ideal CIO. We will meet virtually with the County Manager to discuss timeline and process. We will then conduct two virtual meetings with the County leadership team, Technology department staff, and other key stakeholders to gather their input. During this process of engagement, we will discuss not just the technical skills needed for the CIO but also what makes the right organizational fit in terms of traits and experiences.

Based on the information gathered in our meetings, we will develop a nationwide recruitment plan. We will prepare a position profile that is unique to the County. The profile will identify the organization's needs, strategic challenges, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates and helps us encourage candidates to pursue the position.

We will also develop first-year organizational goals for the successful candidate. These goals will ensure that the applicants know what will be expected of them, that the County has clearly identified objectives for the new CIO, and that the successful candidate can hit the ground running with a work plan. Once drafted, we will review the recruitment plan, position profile, and first-year goals with the County Manager (and other key stakeholders if desired). Modifications will be made as necessary before recruitment begins.

DELIVERABLES:

- Detailed recruitment process documents, including a recruitment plan, position profile, and first-year goals.

Activity 2 – Conduct Outreach and Initial Screening

As part of the recruitment plan, we will identify key states and metro areas for our targeted recruitment. We will prepare and place advertisements in state and national publications and websites to attract candidates from throughout the United States. While this will be a national search, we will target our efforts to those key areas identified in the recruitment plan.

We will place job postings with national, state, and regional professional organizations such as the Municipal Information Systems Association (MISA), the Association for Information Systems (AIS), the Society for Information Management (SIM), the Technology Association of Georgia (TAG), the International City/County Management Association (ICMA), the National Association of Counties (NACo), Engaging Local Government Leaders (ELGL), and other relevant national, state, and regional professional associations as identified in the recruitment plan. We also recommend national organizations such as the NFBPA and LGHN to attract underrepresented groups and provide a more diverse applicant pool.

As soon as the advertisements are completed, we will begin actively and aggressively marketing the position and identifying qualified candidates for assessment. Based on the County's unique needs, we will pinpoint individuals

and jurisdictions to directly contact via phone and email. We will also utilize social media (LinkedIn and Facebook) to broaden our reach. We will contact applicants in our extensive database and the prospective candidates we have targeted in previous recruitments for similar jurisdictions. In our experience, this combination of outreach is the most effective way to reach top candidates, especially those who are not currently in the job market but may consider a move to an excellent organization like Macon-Bibb County.

As applications are received, we will acknowledge each one and keep applicants aware of their status. We will screen each applicant against the position profile and first-year goals. We will conduct interviews via phone or videoconference with those applicants who most closely meet the position profile to learn more about their interests, qualifications, and experience. A summary of these candidates will be prepared and shared with the County. We will then meet with the County Manager (and other key stakeholders if desired) to review a summary of the full applicant pool and details on the most qualified candidates with the skills and experience to succeed in the position. Based on this review, the County will finalize a list of candidates to invite for virtual semi-final interviews.

DELIVERABLES:

- Placement of ads and job postings
- Targeted outreach to passive candidates
- Candidate review materials, including screening results and preliminary internet research on recommended top candidates.

Activity 3 – Support Interviews and Selection

Each person you wish to interview will be contacted by our recruitment team. We will design and facilitate a multi-step interview process, which could include a customized set of scenario-based exercises, one-on-one interviews with key stakeholders, and panel discussions with County leadership and department staff. We will facilitate pre- and post-interview briefings with all interviewers.

A book containing customized interview questions and information about each candidate will be provided to all interviewers in the semi-final and final interview rounds. Semi-final interviews will be conducted virtually. We will be on-site, in-person, with the County for final interviews. We will coordinate scheduling logistics and provide candidates with all relevant details, including any travel policy requirements. We will work with the County's primary point of contact for scheduling, including suitable venues for all in-person interview events. Any travel expenses for the finalists will be borne and reimbursed directly by the County.

The County will select the top candidate. We can help make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements. We will speak with the top candidate's references to confirm the strength of their credentials. A full background check will be performed on the top candidate, including but not limited to education, credentials, employment history, criminal background check, civil litigation check, and credit history.

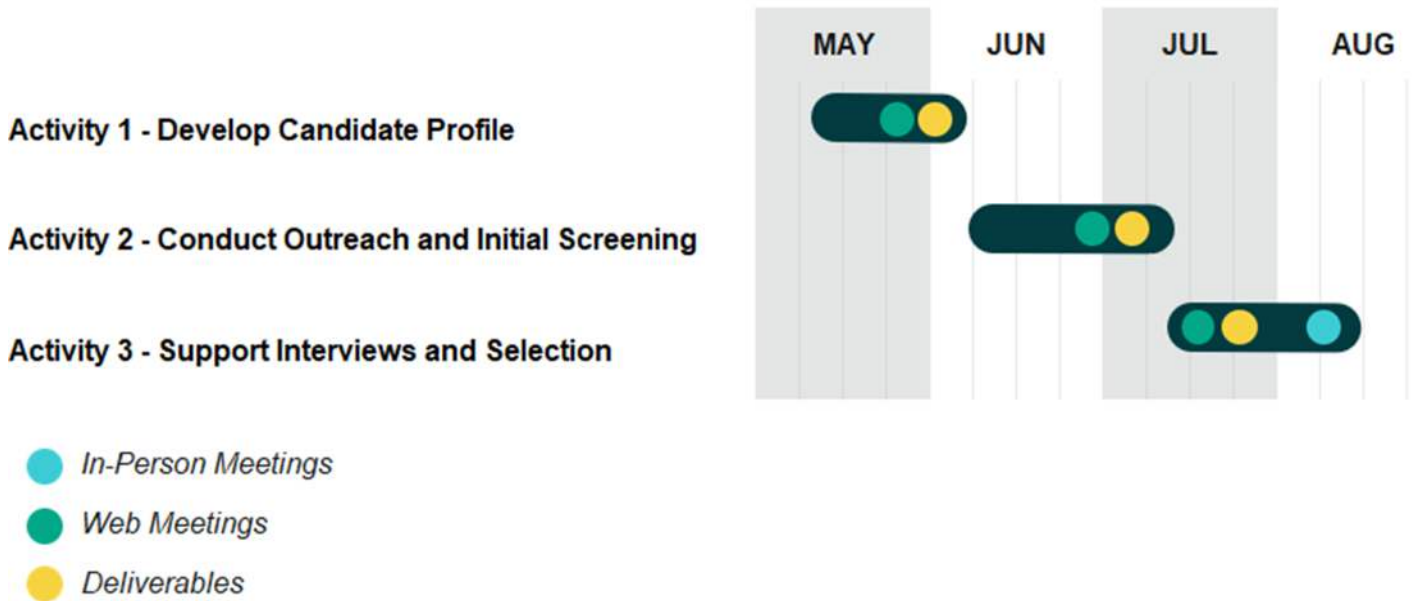
We also can assist in negotiating the employment offer. We can provide information about best practices in salary and total compensation, and we will have obtained information on the top candidates' salary requirements. We will keep all candidates apprised of their status and release them at the appropriate time.

DELIVERABLES:

- Interview book materials, including reference and background check results on the top candidate.

Recruitment Timeline

Included below is the proposed timeline. We will review this timeline with the County during Activity 1 and adjust as necessary when developing the recruitment plan, including any modifications to the number of in-person meetings.



Fee

The total fixed fee to complete this recruitment is \$34,800. This includes all professional fees and expenses for Raftelis. This fee includes an on-site visit for final interviews (Activity 3). All other meetings, engagements, and interviews will be conducted virtually.

We estimate the following additional costs to the County, which will be billed at cost. Advertising and background checks are invoiced as completed.

Advertising	Approximately \$2,000-\$2,500
Background checks	Estimated at \$175-\$500/finalist
Finalists' interview travel	Borne and reimbursed directly to the finalists by the County

Advertising and background checks are invoiced as completed. The fixed fee will be invoiced as follows:

Activity 1 – \$6,056	After delivery of the recruitment documents • Recruitment plan • Recruitment brochure • First-year goals
Activity 2 – \$17,365	After the candidate review and semi-finalist selection
Activity 3 – \$11,379	After the final interviews are completed

Within six (6) months of the final interview process, should an additional candidate be hired by the organization from the pool of candidates presented by Raftelis for a search, the additional fee shall be \$15,000.

Additional Services

Coaching

Raftelis has trained coaches with practical experience as former local government leaders who provide one-on-one coaching to executives, department heads, and mid-level managers. The process includes setting goals, development and execution of a coaching plan, and individual coaching sessions. Local governments and utilities utilize this service to help new leaders acclimate to their roles and responsibilities and adjust to the complexities of the organization. We help leaders of varying tenures with navigating difficult conversations, improving their interactions with the governing body and/or the public, building strong teams, and preparing future leaders within their organization.

COST

- Typical cost for this service is \$10,000
- Hourly rate for coaches is \$260/hour
- Work is done virtually

Facilitated Evaluations

Raftelis has seasoned former local government managers who deliver facilitated evaluations for governing-body appointed staff, including executive directors, general managers, etc. This process includes input from every governing body member through the facilitator, an employee self-assessment, a guided conversation in executive session, goal setting for the next year, and an evaluation document. This is an objective process that allows each member of the governing body’s voice to be included and ensures the executive receives meaningful feedback. This process may also include a 360-review component, if desired.

COST

- Typical cost for this service is \$13,000 to \$17,000 (depending on scope, such as the inclusion of 360-review)
- Work is done virtually except for guided executive session

Macon-Bibb County accepts the terms of this engagement letter and proposal:

Approved: _____	Date: _____
Name of Signatory: _____	Title: _____



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NATIONAL CENTER FOR SAFE ROUTES TO SCHOOL, IN THE AMOUNT OF \$9,839.70, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY MACON-BIBB COUNTY TRAFFIC ENGINEERING TO IMPROVE INTERSECTIONS AND INSTALL CREATIVE CROSSWALKS ON ANTHONY ROAD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the National Center for Safe Routes to School (NCSRTS) is a program of the University of North Carolina's Highway Safety Research Center that offers grants to support communities in creating safe, convenient, and fun opportunities for walking and bicycling to school; and

WHEREAS, Macon-Bibb Traffic Engineer department has applied for and has been awarded a Quick-Build Infrastructure Grant from NCSRTS in the amount of \$9,839.70, with no local match required; and

WHEREAS, Macon-Bibb Traffic Engineer department will utilize the funds to improve certain intersections on Anthony Road and to update the traditional crosswalks to creative crosswalks to address safety concerns near Ingram Pye Elementary School; and

WHEREAS, a copy of the grant award notification and grant budget 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 for the aforementioned purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is hereby authorized to accept grant funds from the National Center for Safe Routes to School, in the amount of NINE THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND 70/100 CENTS (\$9,839.70), with no local match, to be used by the Macon-Bibb Traffic Engineer department to improve certain intersections and install creative crosswalks on Anthony Road, 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 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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Accepting Safe Routes to School's Program Grant 9839.70 - 4-29-25.docx

EXHIBIT A



April 22, 2025

Dear Mr. Stroud,

Congratulations! Macon-Bibb County has been selected as a grant recipient of the National Center for Safe Routes to School's Program of Quick-Build Projects to Benefit Children and Youth Walking or Biking made possible with support from General Motors (GM). Macon-Bibb County will receive a payment of \$9,839.70 to fund the proposed project pending final approval by University of North Carolina's sub-award team.

As a grant recipient, Macon County, through the proposed project team, will be expected to

- conduct community outreach to encourage use of the project and to articulate its value,
- participate in occasional check-in meetings with the National Center for SRTS staff during project planning, implementation and closeout phases
- submit a project report that includes digital images and data collected before and after project installation, and your insights into planning, development and roll-out that could inform other communities.

The National Center looks forward to highlighting the project in a future case study.

Macon-Bibb County is one of a small number of recipients of this year's program. We would like to coordinate a public announcement to feature all recipients. Alessandro Figueroa will be in touch with you to coordinate announcement logistics, check-in meetings and the payment process. A letter with final details and a request for your countersignature will follow in approximately 6-8 weeks.

Congratulations again and thank you to you, your county, and your partners for your efforts to advance children's pedestrian safety. We are very excited about your project and looking forward to working with your team. Should you have any questions, please do not hesitate to reach out!

Warm regards,

Nancy Pullen-Seufert
Director, National Center for Safe Routes to School
University of North Carolina Highway Safety Research Center
pullen@hsrc.unc.edu; 919-962-7419

Budget:

Item No	Description	Labor		Materials		Unit Price	Amount
		HRS	Rate	Quantity	Unit		
1	Remove and replace Thermoplastic			120	LF	\$ 4.56	\$ 547.20
2	Crosswalk Thermoplastic White			120	LF	\$ 6.27	\$ 752.40
3	Decorative Crosswalk Paint			120	LF	\$ 8.63	\$ 1,035.60
4	Traffic Delineator Posts			150	EA	\$ 23.95	\$ 3,592.50
5	Bike Walk Macon Labor	16	\$ 75.34				\$ 1,205.44
6	U Create Macon Labor	32	\$ 84.58				\$ 2,706.56
							\$ 9,839.70



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MOTIVATING YOUTH FOUNDATION, INC. TO PROVIDE CRIME PREVENTION AND CASE MANAGEMENT SERVICES THROUGH ITS ADULT READINESS PROGRAM, IN AN ANNUAL AMOUNT OF \$135,000.00, TO BE PAID FROM THE AMERICAN RESCUE PLAN GRANT FUND – ARP – CONTRACT LABOR CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in July 2021, by Ordinance O-21-0064, the Macon-Bibb County Commission appropriated \$2,000,000.00 of its American Rescue Plan Act State and Local Fiscal Recovery Funds to be used for the performance of community violence intervention services; and

WHEREAS, on February 15, 2022, by Resolution R-22-0046, the Macon-Bibb County Commission authorized the Mayor to enter into an agreement with Motivating Youth Foundation, Inc. (“Motivating Youth”), in the amount of \$135,000.00, to provide community violence interruption services through its Adult Readiness program; and

WHEREAS, Motivating Youth has spent the full amount of such funding on its Adult Readiness Program and has requested that the County provide more funding for the continued operation of the program; and

WHEREAS, the Macon-Bibb County Commission desires to enter into another agreement with Motivating Youth, in the amount of \$135,000.00, to be paid from the funds appropriated via O-21-0064, to provide crime prevention and case management services through its Adult Readiness program; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Motivating Youth Foundation, Inc. for the provision of crime prevention and case management services through its Adult Readiness program, in the amount of \$135,000.00, to be paid from the American Rescue Plan Act Fund – ARP – Contract Labor Contractual Services line item.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor 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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Motivating Youth Foundation for Adult Readiness
Program \$135,000.00 5-15-25.docx*



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MACON AREA HABITAT FOR HUMANITY, INC., WHEREBY MACON-BIBB COUNTY WILL PROVIDE FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM IN THE AMOUNT OF \$325,703.00 FOR THE CONSTRUCTION OF THREE NEW SINGLE-FAMILY RESIDENTIAL HOMES; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1990 (the “Act”) provided for the establishment of a Home Investment Partnership Program, to be known as the “HOME” Program; and

WHEREAS, Title II of the Act contemplates the use of HOME funds by eligible states and local governments to provide affordable housing options; and

WHEREAS, Macon-Bibb County has been designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the U.S Department of Housing and Urban Development (“HUD”) has granted Macon-Bibb County an entitlement allocation of funds for the HOME program under the Act; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of application made by Macon-Bibb County; and

WHEREAS, specific objective of the Act are provisional opportunities for affordable homeownership, affordable rental housing, and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS; the activities proposed under the HOME program are for the direct benefit of qualified low-income and very low-income individuals on a countywide basis; and

WHEREAS, Macon-Bibb County deems it desirable to enter into an Independent Contractor Agreement with Macon Area Habitat for Humanity, Inc., under the HOME program, to provide for the construction of three new detached single-family residential homes, to be constructed at 1271 Holt Avenue, 1141 Huguenin Avenue, and 4286 Worsham Avenue, to provide permanent supportive housing for low-income and very low-income individuals and families; 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 Independent Contractor Agreement with Macon Area Habitat for Humanity, Inc., in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference, whereby Macon-Bibb County will provide funding under the HOME Investment Partnership Program in the amount of THREE HUNDRED TWENTY-FIVE THOUSAND, SEVEN HUNDRED THREE DOLLARS AND 00/100 CENTS (\$325,703.00) for the construction of three new detached single-family residential homes.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing HOME funds for Habitat for Humanity - \$325,302.00 - 5-5-25.docx

EXHIBIT A

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
MACON AREA HABITAT FOR HUMANITY, INC.**

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Macon Area Habitat for Humanity, Inc. ("Contractor"), a domestic non-profit corporation, with a principal address of 690 Holt Avenue, Macon, Georgia, 31204, 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 construction of three new, detached single-family residential homes, to be constructed at 1271 Holt Avenue, 1141 Huguenin Avenue, 4286 Worsham Avenue ("Project") for a low-to-moderate income level homeowner who meets Contractor's guidelines. Contractor shall furnish County with a copy of the guidelines and make them publicly available. Subject to County's approval, Contractor shall determine the method, details, and means of performing the services described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

2. Compensation

County shall provide Contractor with grant funds from the HOME Investment Partnership Program ("HOME") in the total of **THREE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED THREE DOLLARS AND 00/100 CENTS (\$325,703)** as full compensation for the construction of two single family unit homes, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME Program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Program Income: By accepting grant funds, Contractor must comply with Program Income requirements. For purposes of this Agreement, Program Income shall be defined as gross income received by the participating jurisdiction, subrecipient, or state recipient which is directly generated from the use of HOME funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the HOME funds or match used. All Program Income shall be submitted to the ECDD. Program income shall include the following:

- Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions
- Gross income from the use of rental of real property, owned by the participating jurisdiction, state recipient, or a subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income
- Gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor if funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient, or state recipient
- Payments of principle and interest on loans made using HOME funds or matching contributions
- Proceeds from the sale of loans made with HOME funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: Contractor shall comply fully with the usage and affordability requirements for HOME funds. The homeownership unit to be constructed must be sold at an affordable price to an eligible purchaser with a household income at or below eighty percent (80%) of the Area Median Income ("AMI"), to be used as a principal residence by the purchaser throughout the applicable affordability period. If the unit is sold at any time before the expiration of the affordability period, the unit will be sold to another low-to-moderate level income household in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI). Should the homeowner in residence of the constructed unit default on payment terms, Contractor shall immediately notify the ECDD in writing of its intent to foreclose upon the current homeowner residing in the property funded through HOME funds.

Resale: Contractor shall follow the terms of the “Resale Option” to ensure that the unit remains affordable during the period of affordability by controlling the resale of the unit. Should the initial homeowner elect to sale the property, Contractor shall ensure that the unit is resold to another income eligible purchaser if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a low-to-moderate income level buyer in the event of transfer by sale or foreclosure
- The sale price must be affordable as defined in program guidelines
- Initial homeowner must receive a fair return on the investment
- The subsequent home buyer must maintain the unit as a principle residence
- Terms must be included in the Agreement between Contractor and homebuyer

Final Payment: 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. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred and eighty days (180). In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

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. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

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

6. County Obligations

County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. Performance Standards

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

All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor may not subcontract or assign the whole or any part of this Agreement without County's express consent in writing. Should Contractor elect to 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.

10. 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.

11. Indemnification

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

12. 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) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) 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.
- (f) 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.

- (g) 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.

13. Ownership of Documents

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

14. Confidential Information and Open Records

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

15. 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. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. 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.

17. 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 Employment 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.

Equal Employment Opportunity: Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

- (a) Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.
- (b) Contractor shall send to each labor union, representative, or workers with whom the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other county code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (c) Upon County's request, Contractor shall furnish all information and reports that show compliance with EEOC requirements. County shall also have access to Contractor's books, records, and accounts upon reasonable notice and during normal business hours to confirm compliance.
- (d) Contractor shall take such action with respect to any subcontractor as the Contractor may direct as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for non-compliance.
- (e) Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with County in the form and to the extent prescribed by the ECDD. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the Contractor and its subcontractors.
- (f) Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the EEOC in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (g) Contractor or subcontractors, if any, who refuse to comply with any portions of these provisions may be subject to the following penalties:
 - Withholding from Contractor in violation of all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract

- Refusal of all future bids for any contract with the County or any of its departments or divisions until such time as Contractor or subcontractors demonstrate there has been established and there shall be carried out all of the provisions of the program as provided herein
- Cancellation of the public contract
- Enjoining of contractors, subcontractors, or other organizations, groups, or individuals for cases that involve a substantial or material violation of the compliance procedure

18. Affirmative Action Program

Contractor shall provide County with a copy of its Affirmative Action Program. For the purposes of this Agreement, Affirmative Action Program means a written, results-oriented program meeting the requirements of local, state, and federal laws, and other applicable regulations designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. Contractor shall include without limitation the following aspects of employment pertaining to women and minorities: hiring; upgrading; demotion; transfer; layoff; termination; rates of pay and other forms of compensation; training programs and selection for training apprenticeship opportunities; recruitment advertising and efforts; employment goals; and written plan to achieve these goals with timetable.

19. Section 3 Clause (24 CFR § 135.38)

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

- (a) Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
- (c) Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- (e) Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed,

and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filed to circumvent Contractor's obligations under 24 CFR, Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

20. 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.

21. Prohibition Against Employing Illegal Aliens

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. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

22. 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 Lester M. Miller
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:

Macon Area Habitat for Humanity, Inc.
Attn: Ivey Hall
690 Holt Avenue
Macon, GA 31204

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.

23. Force Majeure

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

24. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests and any such requests shall be conducted during normal business hours.

25. 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.

26. Conflict of Laws

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

27. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

28. Attorney's Fees

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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Entire Agreement

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

(Signatures on following page)

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

Macon Area Habitat for Humanity, Inc.:

By: _____
Ivey Hall, Executive Director Date

Attested: _____

(Name)(Title) Date

EXHIBIT "A "
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct three (3) new, detached single family residences that will be located at 1271 Holt Avenue, 1141 Huguenin Avenue and 4286 Worsham Avenue. The 3 single-family residential units will consist of 2, 3-bedroom and 2.5-bathroom home which will be built at 1271 Holt Avenue and 1151 Huguenin Avenue in Napier Heights and a 5 bedroom, 3 bathroom home to be built at 4286 Worsham Avenue in Lynmore Estates. These homeownership units will meet Energy Star 3.0 standards. Unit will be sold to a pre-qualified, low to moderate homeowner who has met MAHFH homeownership guidelines.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

County: County shall provide HOME (HOME Investment Partnership Program) funds in the amount of Three Hundred Twenty-Five Thousand, Seven hundred Three Dollars **(\$325,703.00)** to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By: _____
Mayor Lester M. Miller Date

Attested: _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By: _____
Ivey Hall, Executive Director Date

Exhibit A

Developer

Firm Name: Macon Area Habitat for Humanity
Name: Ivey Hall, Executive Director
Address: 690 Holt Avenue
City/State/Zip: Macon, GA 31204
Email Address: ihall@maconhabitat.org
Phone: (478)745-0630

FED ID #58-1674696 UEI MSUERFLT8DN4

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

HOME Investment Partnership Program

Subrecipient Name:

Macon Area Habitat for Humanity

Agency UEI Number:

MSUERFLT8DN4

Federal Award Identification Number:

M-20-MC-13-0202

Federal Award Date:

March 23, 2021

Subaward period of performance start and end date:

April 1, 2025, to April 1, 2026

Federal Funds Obligated:

\$325,703

Project Description:

Construction of three (3) new, detached single, family residences at 1271 Holt Avenue, 1141 Huguenin Avenue, and 4286 Worsham Avenue in the Lynmore Estates and Napier Heights Neighborhood for low to moderate-income homeowners who have met MAHFH homeownership guidelines. The 3 single-family residential units will consist of 2, 3-bedroom and 2.5-bathroom homes which will be built at 1271 Holt Avenue and 1151 Huguenin Avenue in Napier Heights and a 5 bedroom, 3 bathroom home to be built at 4286 Worsham Avenue in Lynmore Estates.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
200 Cherry Street, Suite 100
Macon, GA 31217

CFDA Name and Number:

HOME Investment Partnerships Program; 14.239

Research and Development: No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides 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, 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.

ESTIMATED COST BREAKDOWN, NSP FUNDS AND SALE PRICE
(EXPLANATION ATTACHED)

PROJECT ADDRESS: 1271 Holt Avenue
NEIGHBORHOOD: Napier Heights
TYPE: ☒ New Construction ☐
 ☐ Rehabilitation
LOT SIZE: 48'x244'=.27ac
NUMBER OF BEDROOMS: ☐ 4 ☒ 3 ☐ 2 ☐ 1
NUMBER OF BATHROOMS: ☒ 2+ ☐ 2 ☐ 1
SF HEATED SPACE: 1242 sq ft

LAND, CONSTRUCTION & SOFT COST ESTIMATES

Land & Construction Costs

5,000 Site Preparation	
3,500 Land Acquisition	
105,570 GC Contract Amount	<u>85.00</u> Per SF
10,000 Construction Management	
2,900 In-Kind Materials	
10,557 Contingency Fee (materials)	
137,527 Total Estimated Land & Construction Costs	<u>110.73</u> Per SF

Soft Costs

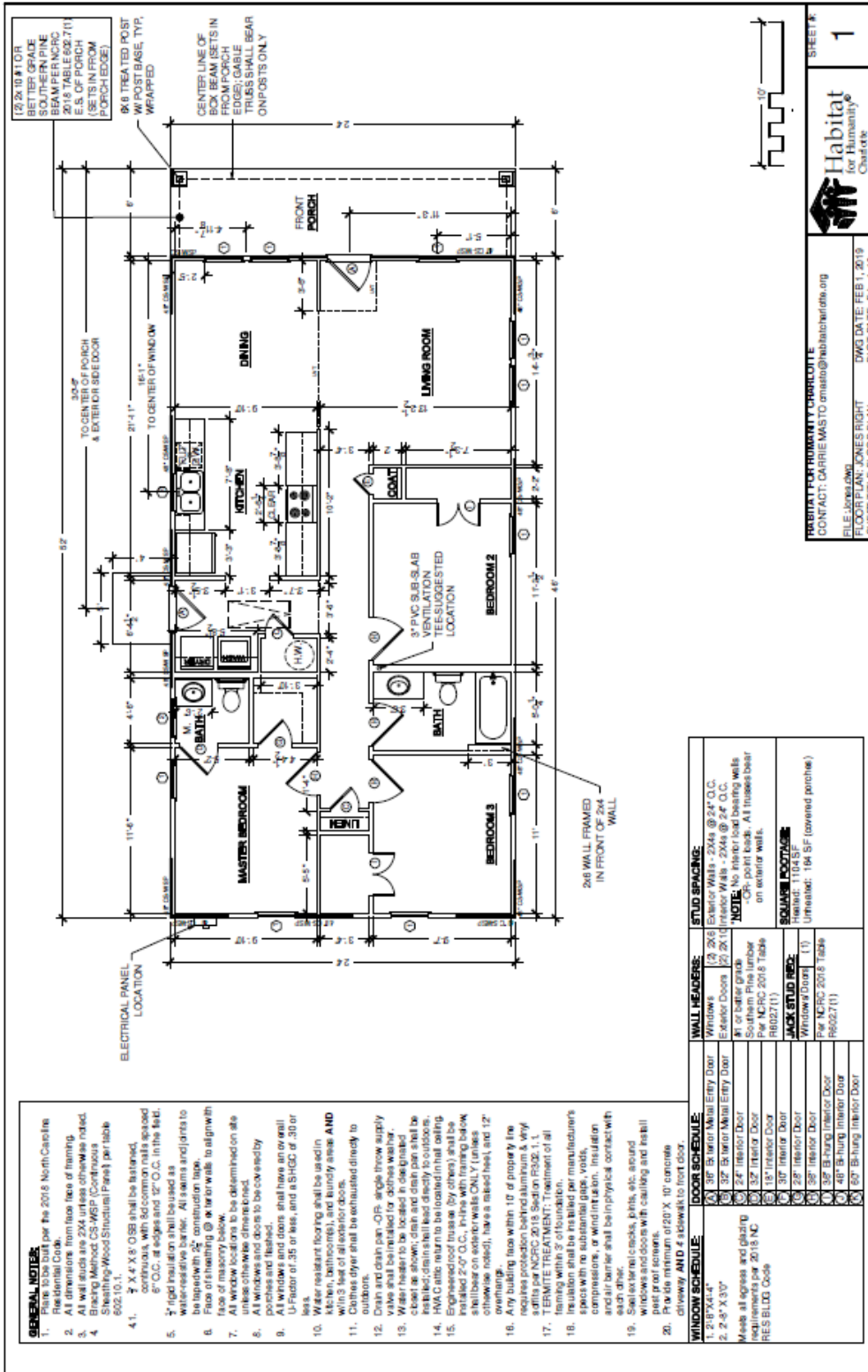
325 Appraisal [NP]	
1,852 Application Fees	
650 Attorney	
900 Cost Cert/Audit	
700 Interest Costs	
100 Bank Fees	
4,500 Property Insurance	
3,000 Surveyor	
325 Energy Star Rater	
550 Title Insurance and Recording	
8,000 Developer Fee	
20,902 Total Estimated Soft Costs	<u>17.80</u> Per SF

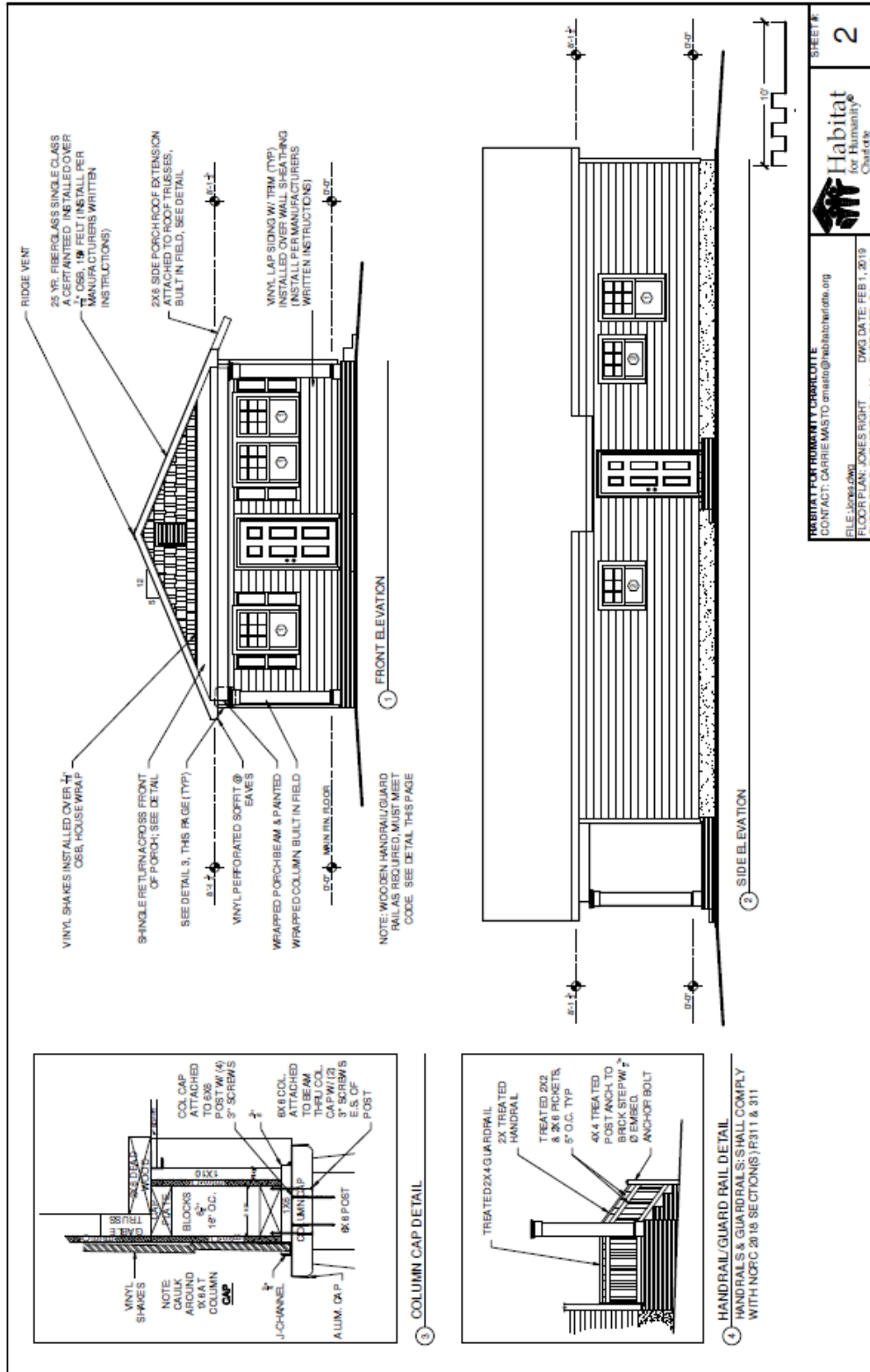
TOTAL COST: 158,429

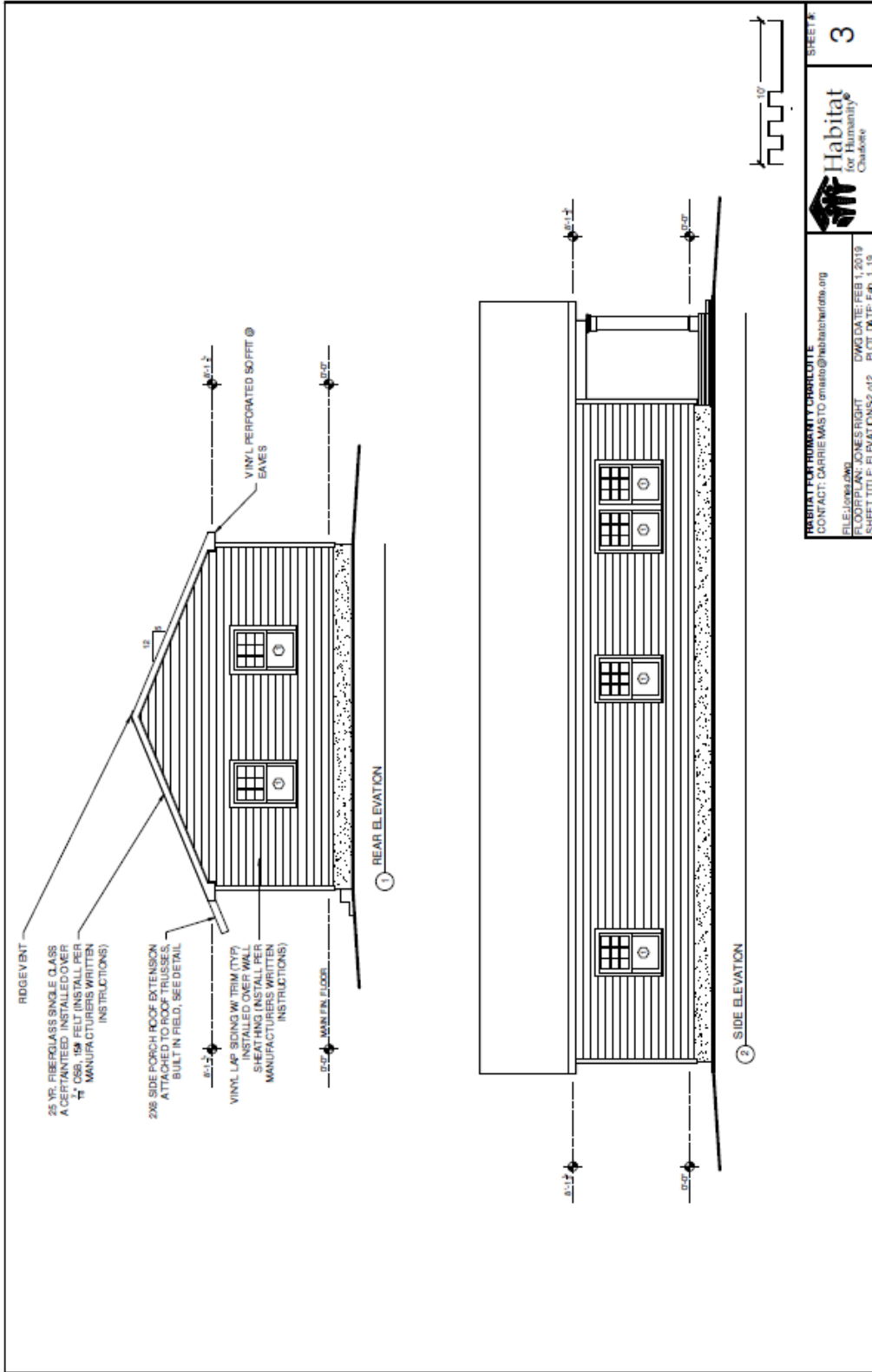
PROPOSED SALE PRICE: 115,000

NON-PROFIT FUNDS: 79,214.50

HOME FUNDS REQUESTED: 79,214.50

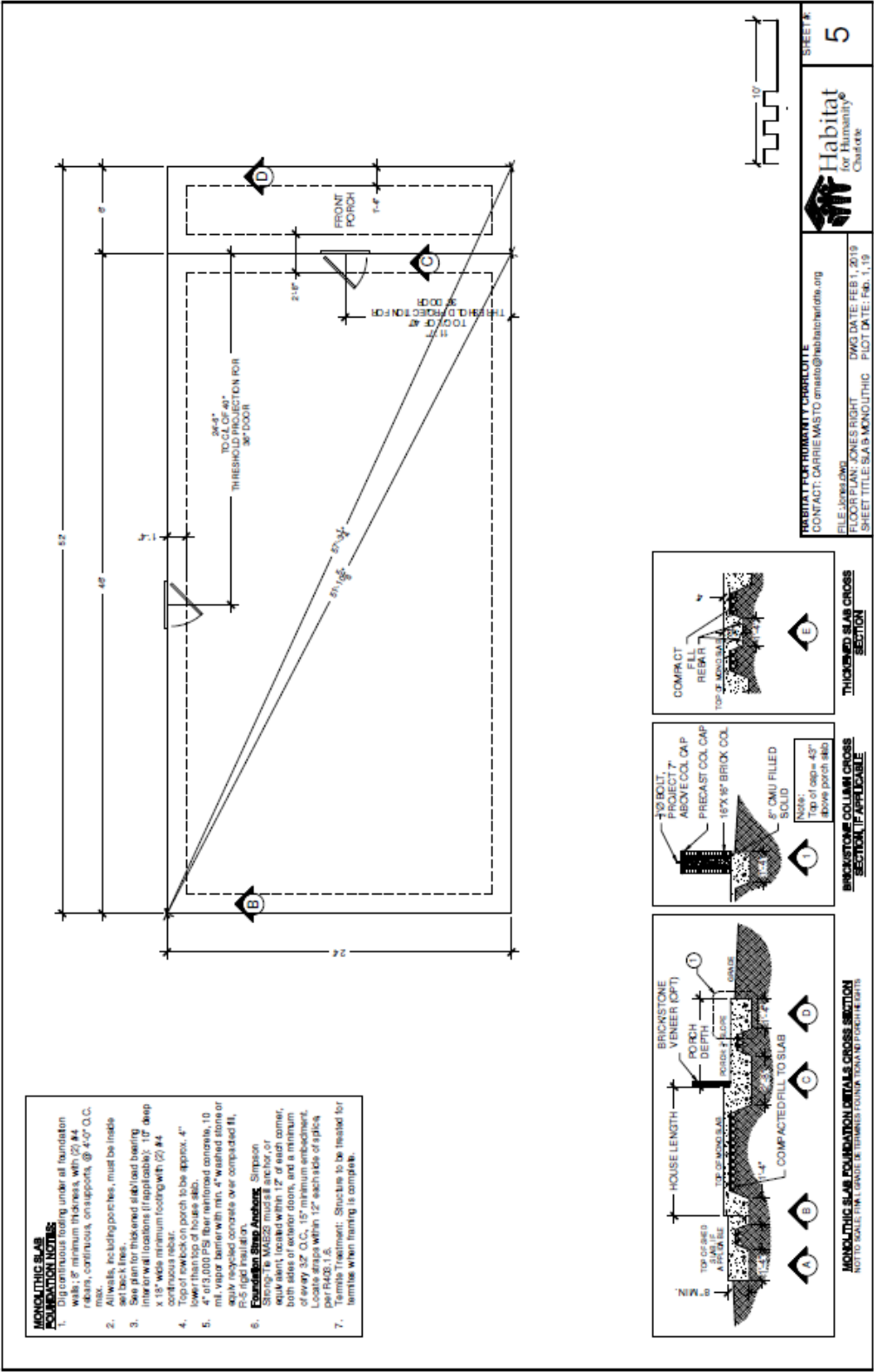


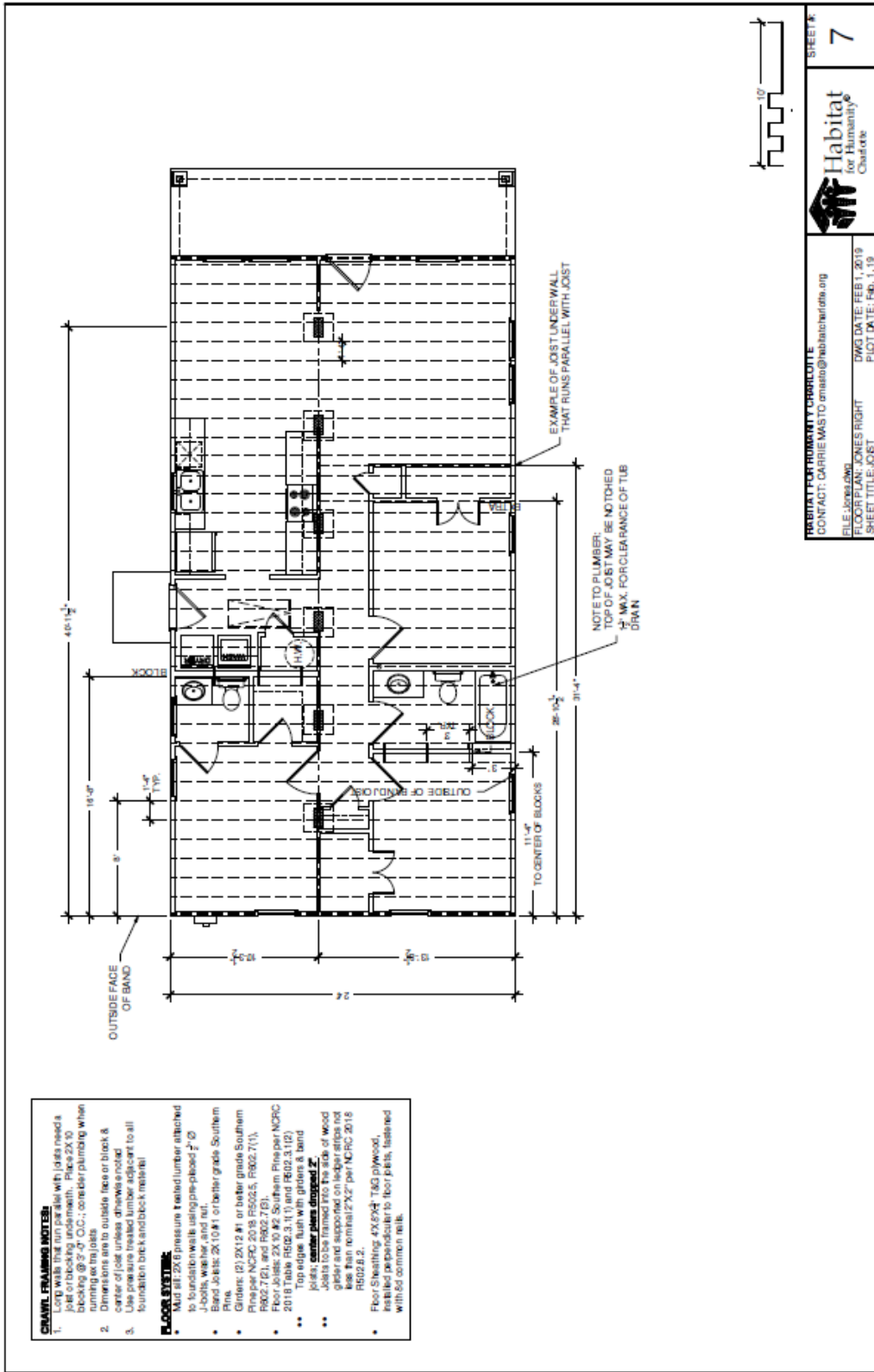


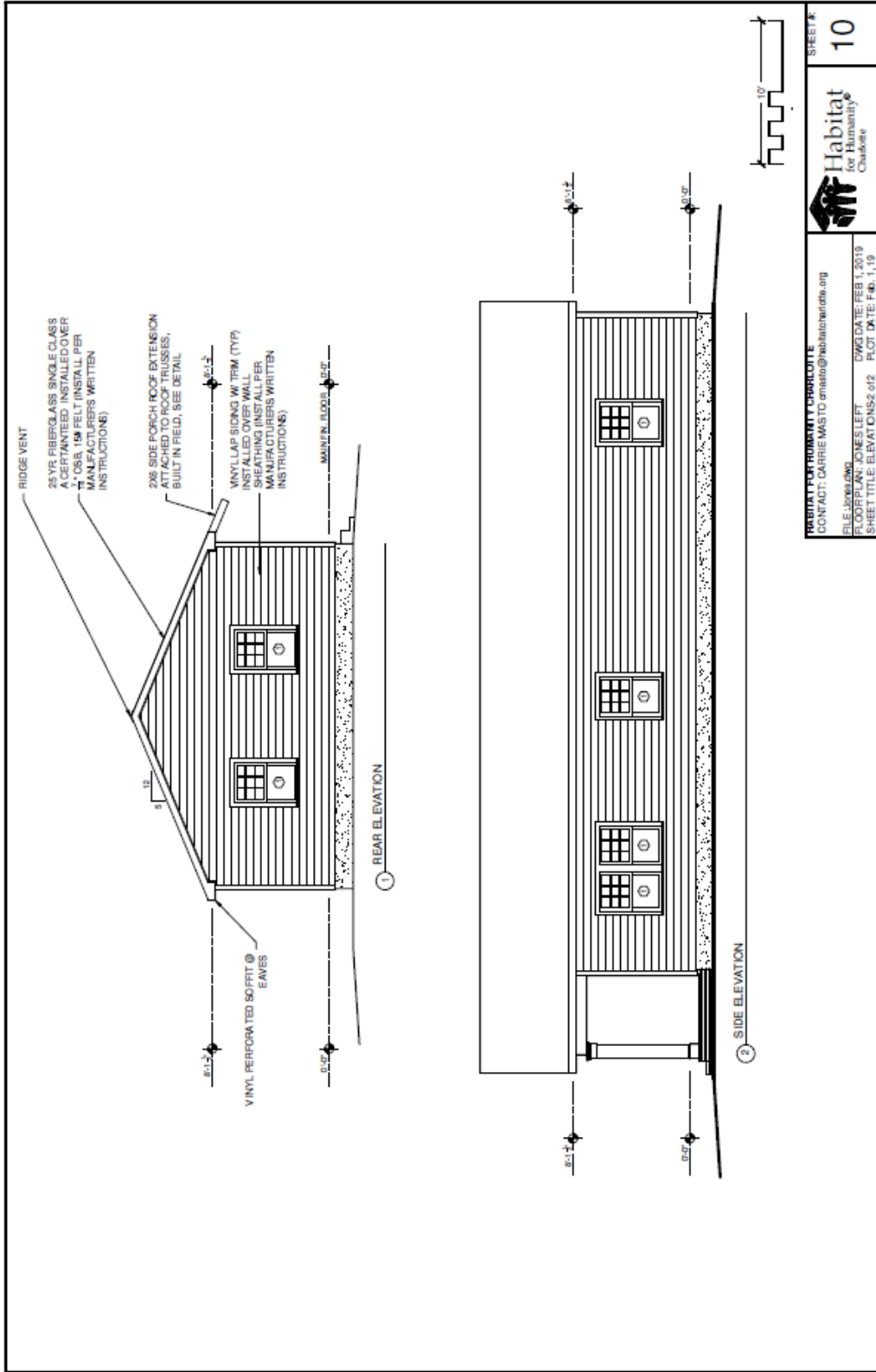


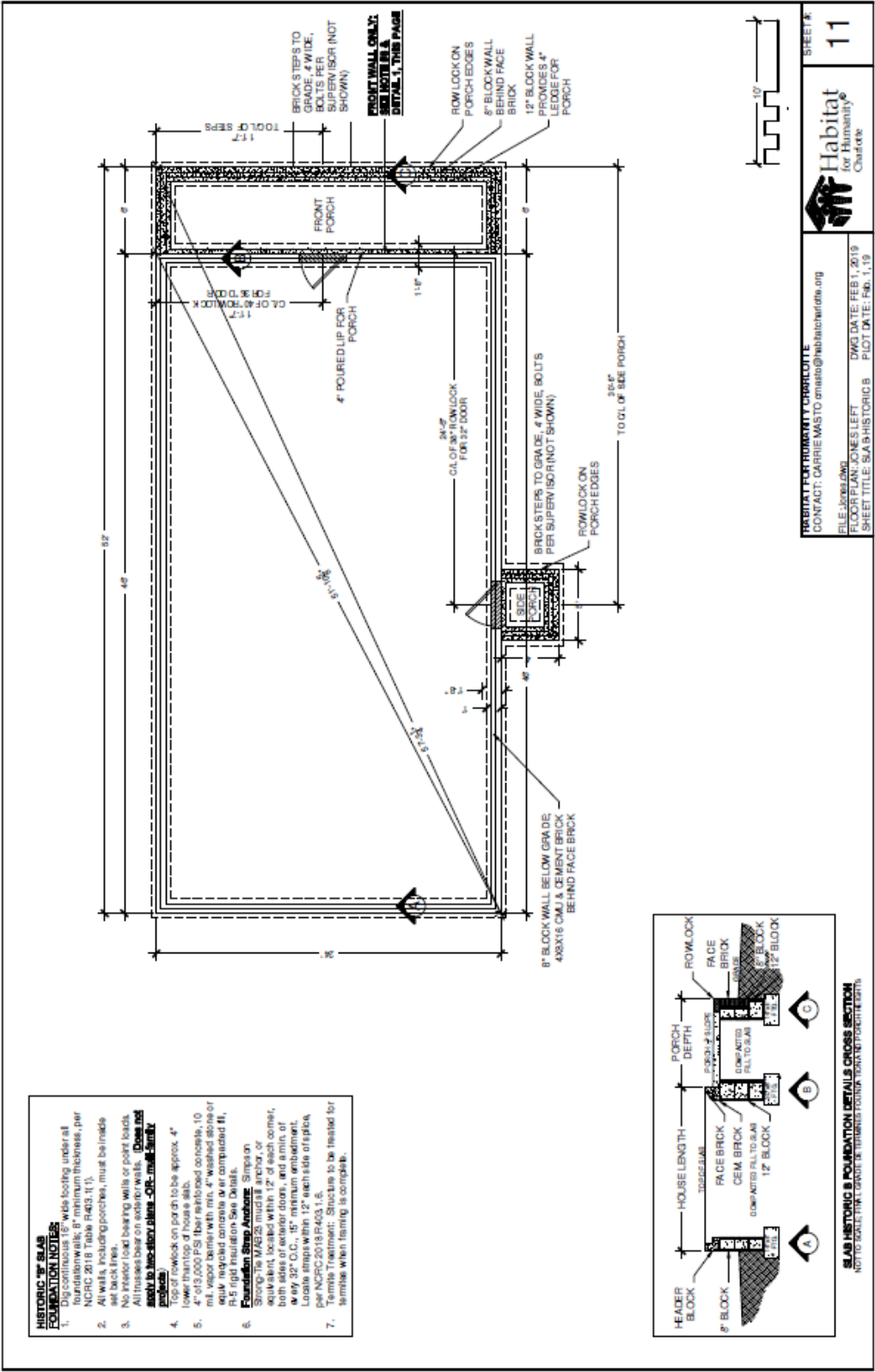


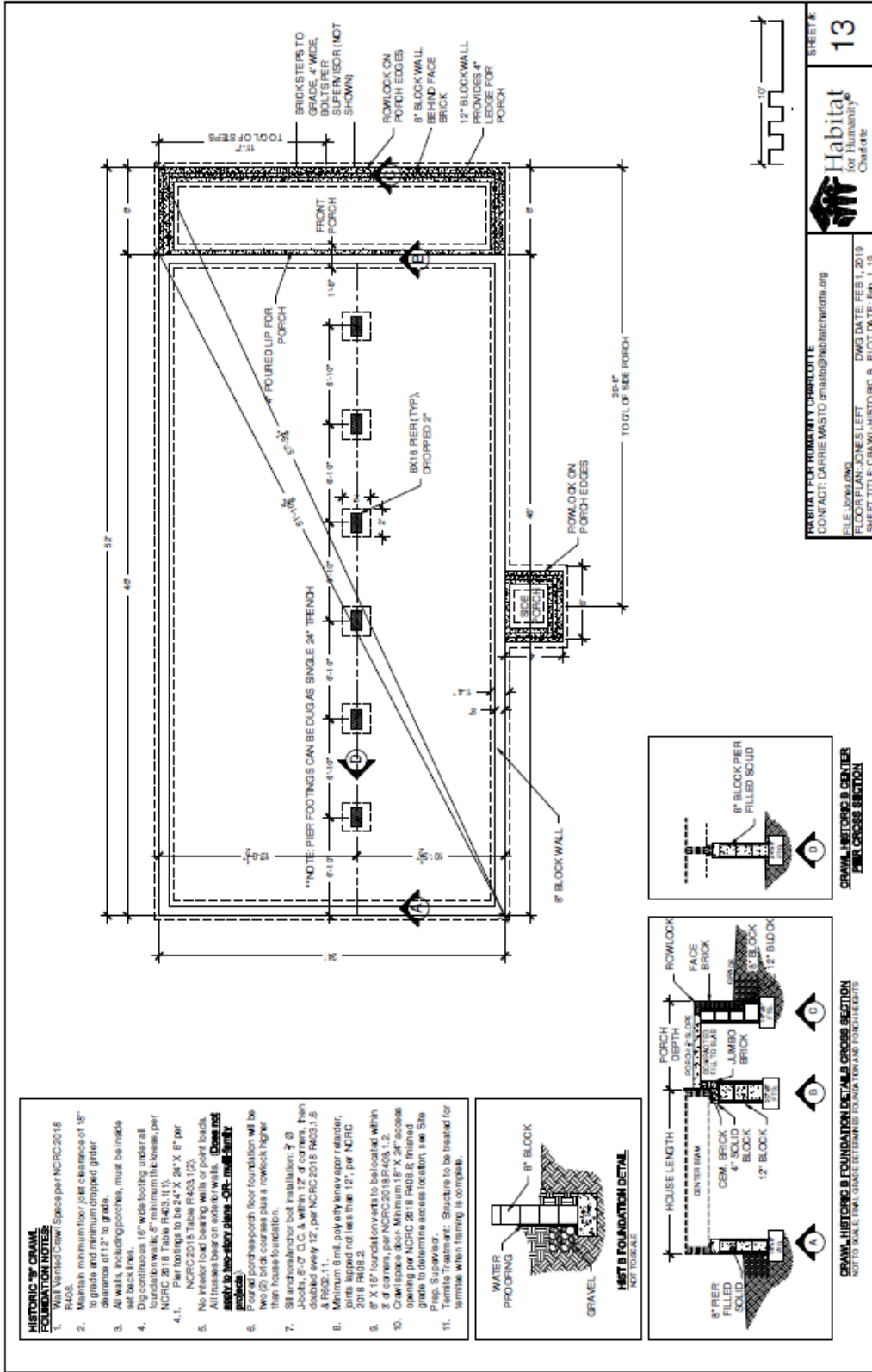
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE: www.habitat.org FLOORPLAN: CHARLOTTE RIGHT SHEET TITLE: BARBISTONIA DWG DATE: FEB. 2019 SHEET DATE: JAN. 1, 19	 Habitat for Humanity Charlotte	4 SHEET 1
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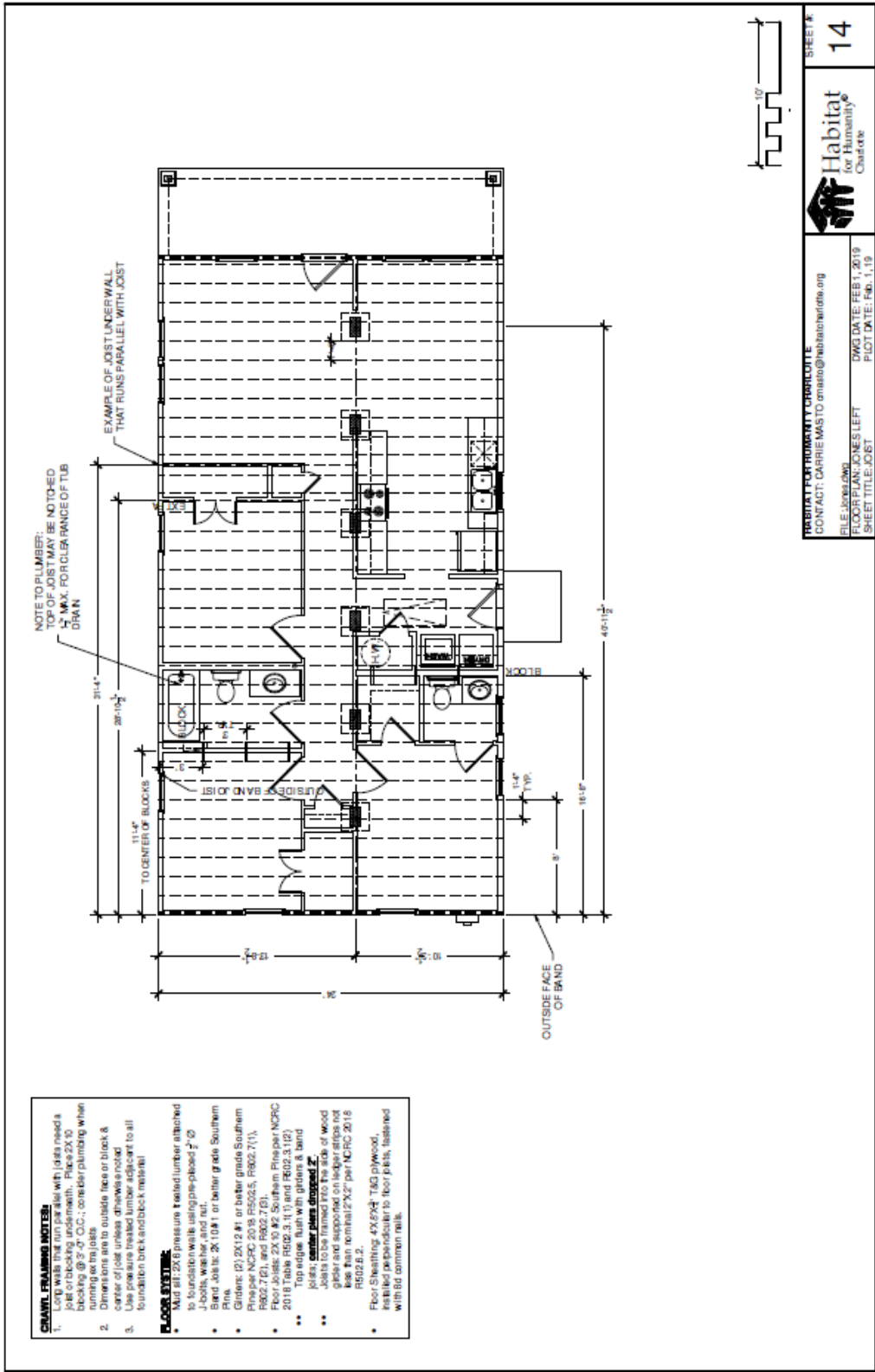


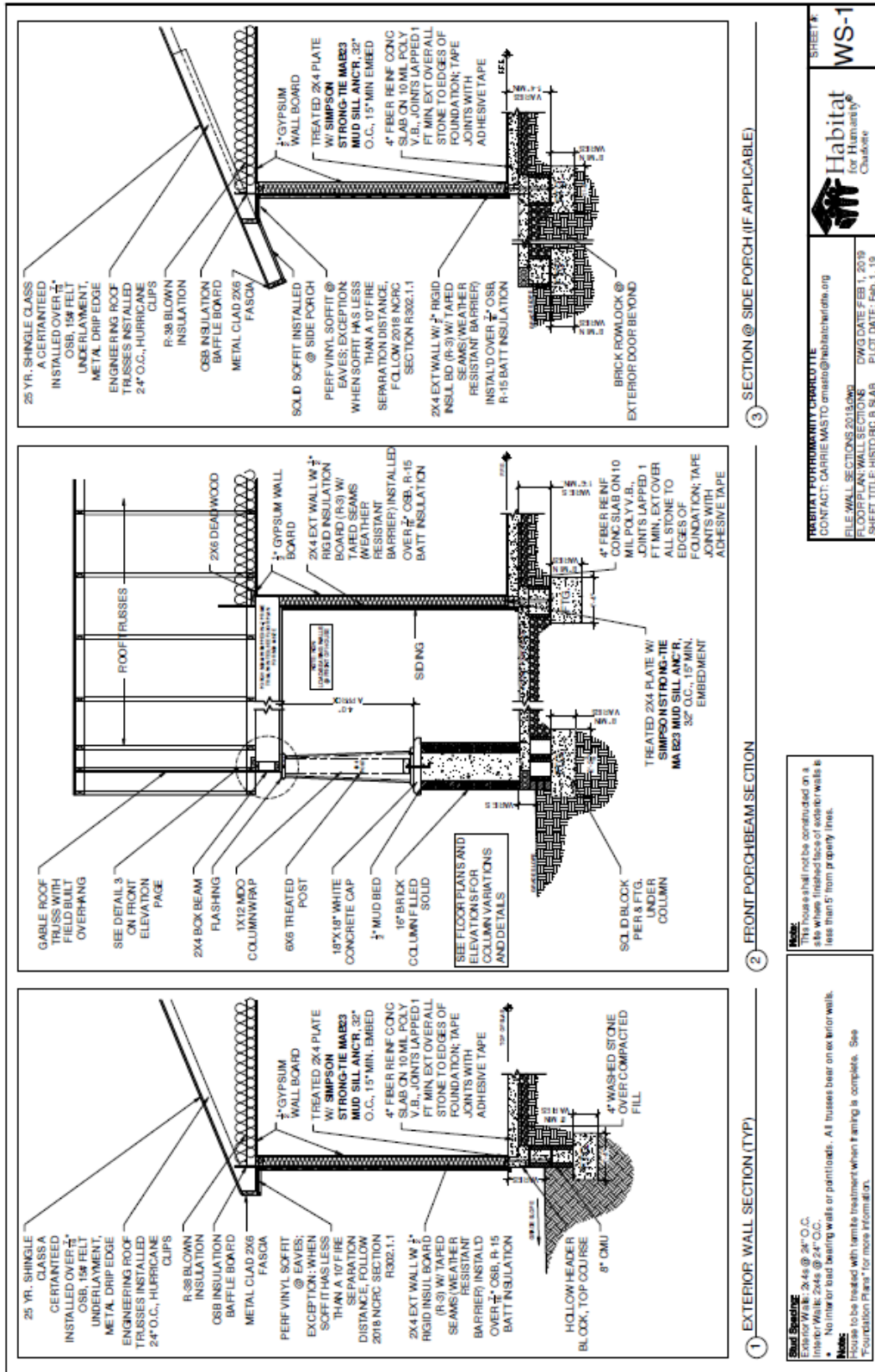


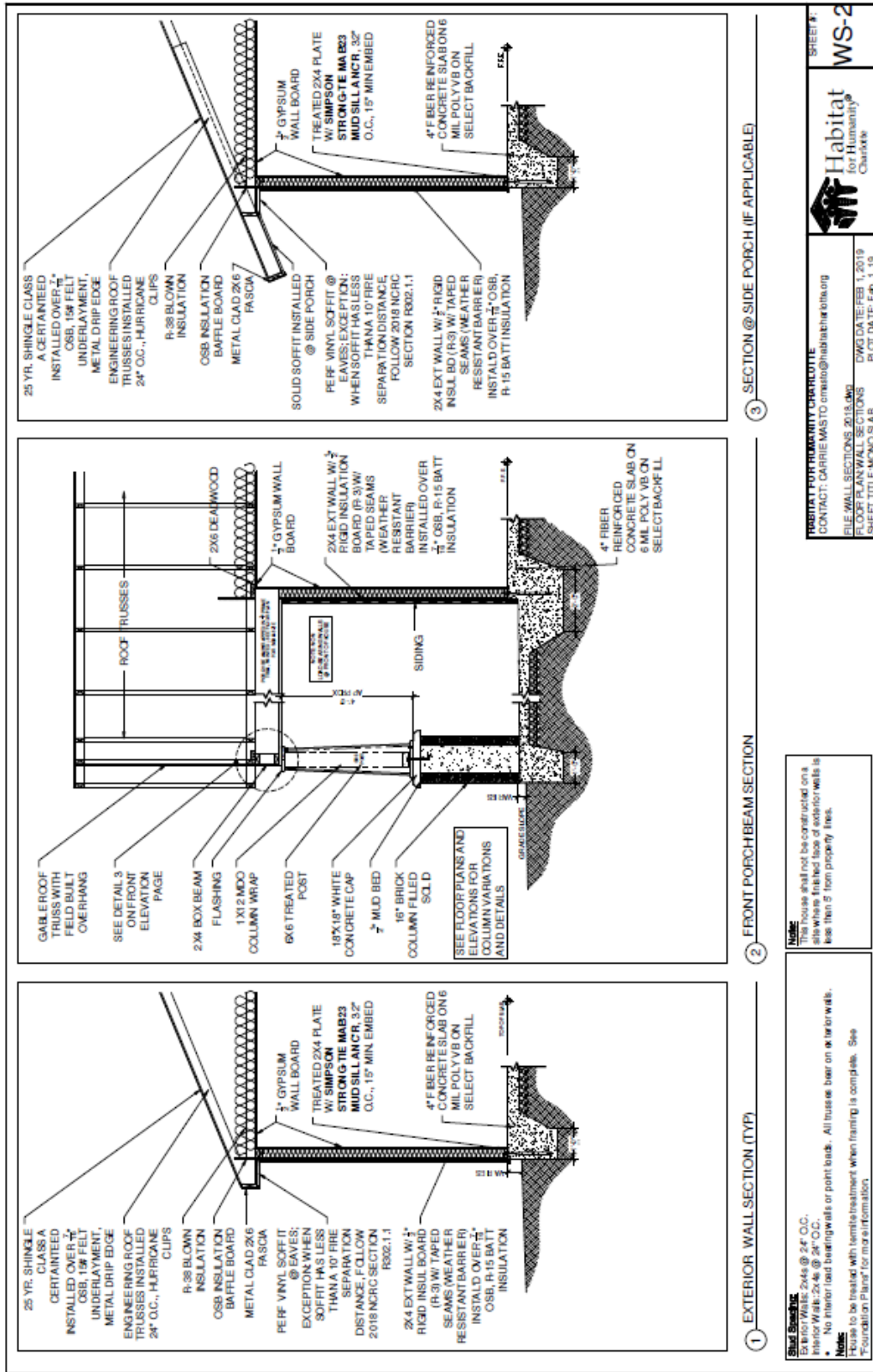


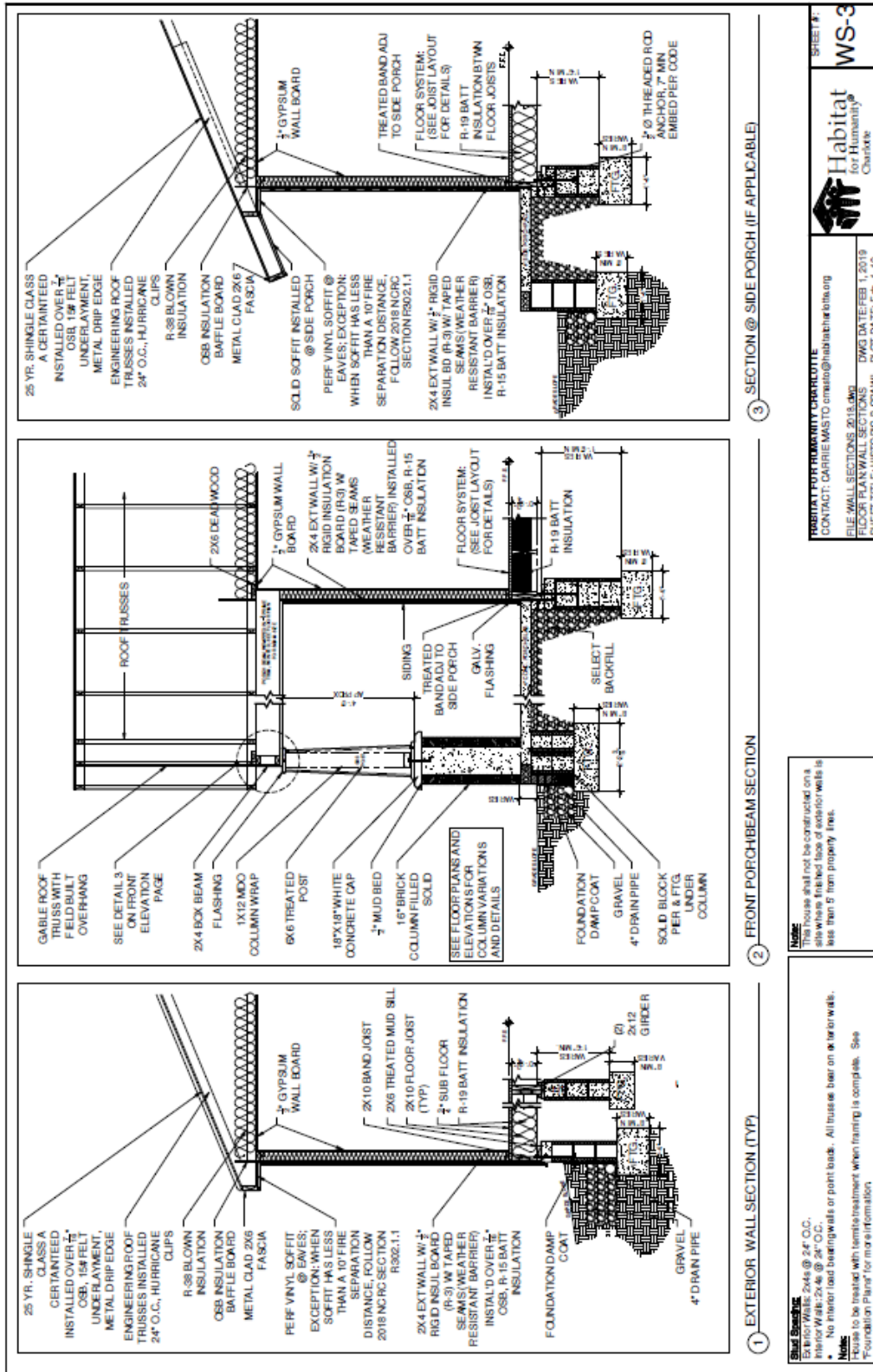












SHED BENCHING
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
No exterior load bearing walls or post beams. All trusses bear on exterior walls.
Houses to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

NAME:
The house shall not be constructed on a site where the finished base of exterior walls is less than 5' from property line.

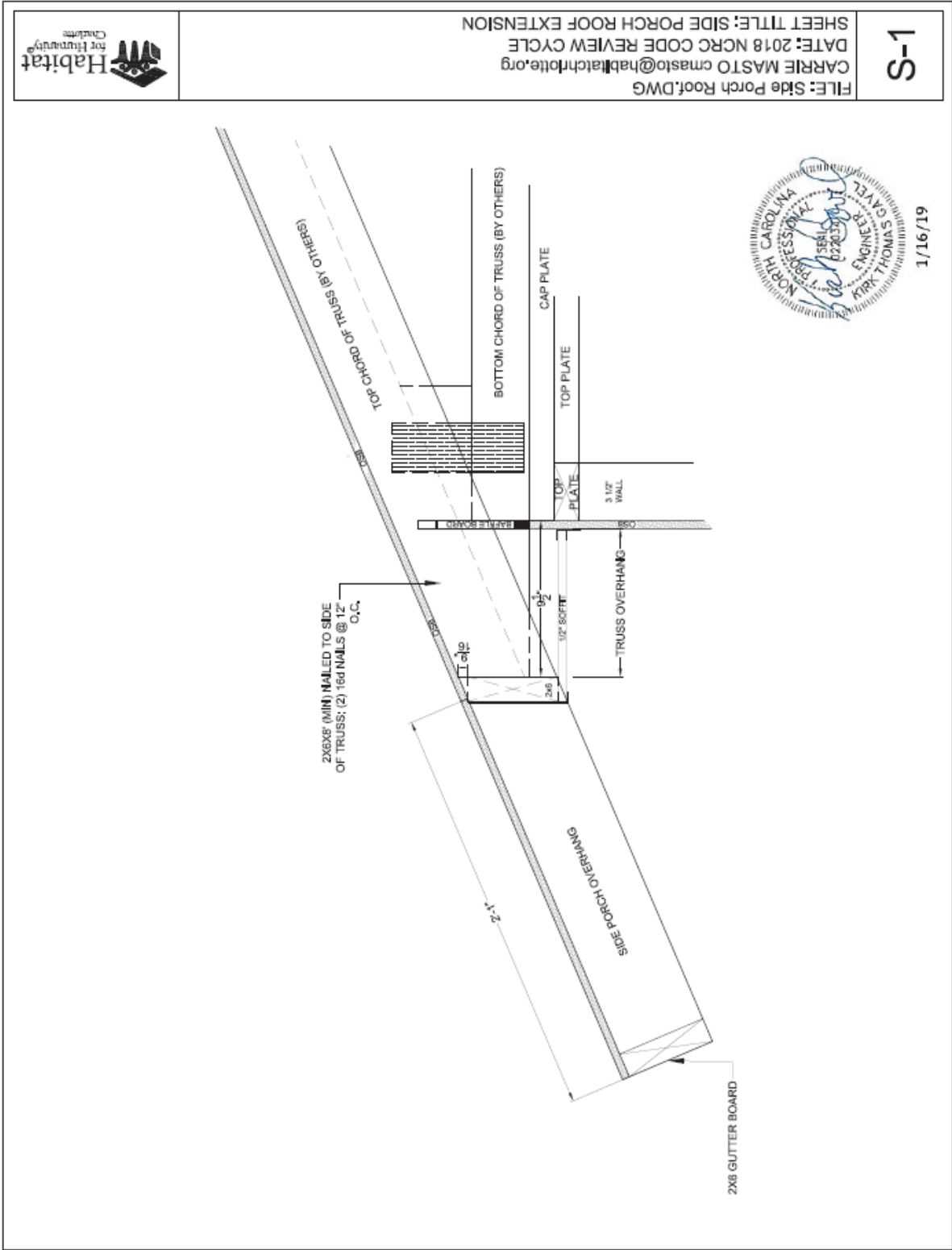
CONTACT: CARRIE MASTO cmasto@habitatforhumanity.org

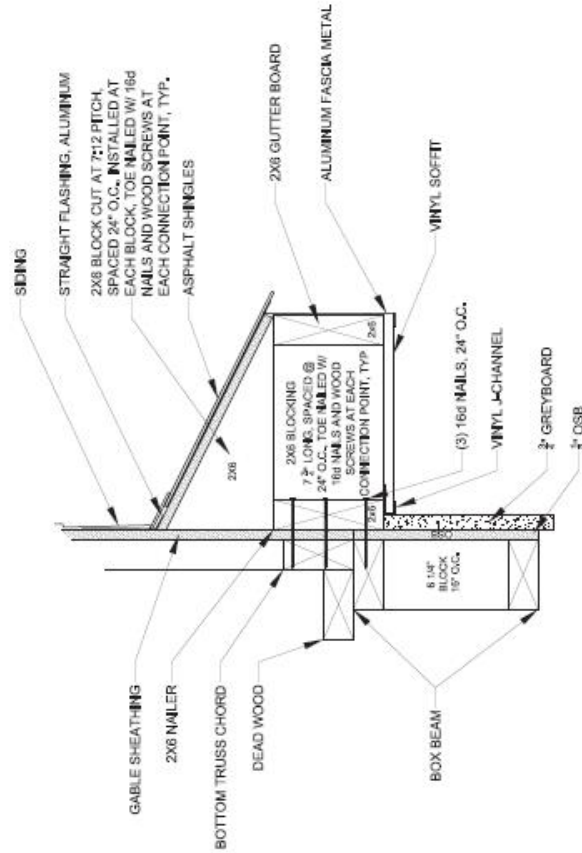
FILE WALL SECTIONS: 2018.dwg **DWG DATE:** FEB 1, 2019

SHEET TITLE: HISTORIC B CRAWL **PLOT DATE:** FEB 1, 2019

Habitat for Humanity
Charlotte

SHEET #:
WS-3





01/22/19

ESTIMATED COST BREAKDOWN, NSP FUNDS AND SALE PRICE
(EXPLANATION ATTACHED)

PROJECT ADDRESS: 1141 Huguenin Ave
 NEIGHBORHOOD: Napier Heights
 TYPE: ☒ New Construction ☐
 ☐ Rehabilitation
 LOT SIZE: 50'x200'=.23ac
 NUMBER OF BEDROOMS: ☐ 4 ☒ 3 ☐ 2 ☐ 1
 NUMBER OF BATHROOMS: ☒ 2+ ☐ 2 ☐ 1
 SF HEATED SPACE: 1242 sq ft

LAND, CONSTRUCTION & SOFT COST ESTIMATES

Land & Construction Costs

5,000 Site Preparation		
3,500 Land Acquisition		
105,570 GC Contract Amount	85.00	Per SF
10,000 Construction Management		
2,900 In-Kind Materials		
10,557 Contingency Fee (materials)		
137,527 Total Estimated Land & Construction Costs	110.73	Per SF

Soft Costs

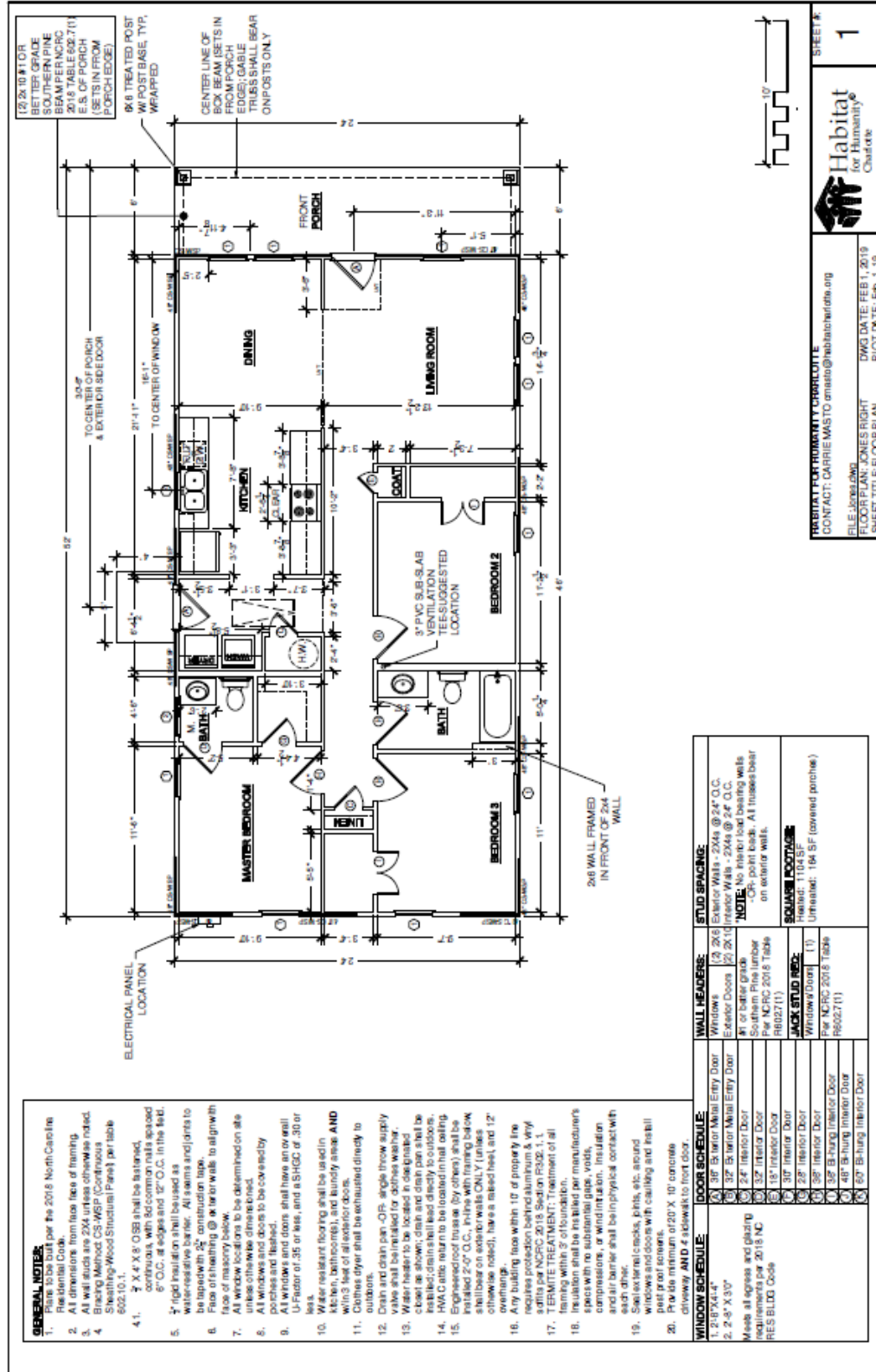
325 Appraisal [NP]		
1,852 Application Fees		
650 Attorney		
900 Cost Cert/Audit		
700 Interest Costs		
100 Bank Fees		
4,500 Property Insurance		
3,000 Surveyor		
325 Energy Star Rater		
550 Title Insurance and Recording		
8,000 Developer Fee		
20,902 Total Estimated Soft Costs	17.80	Per SF

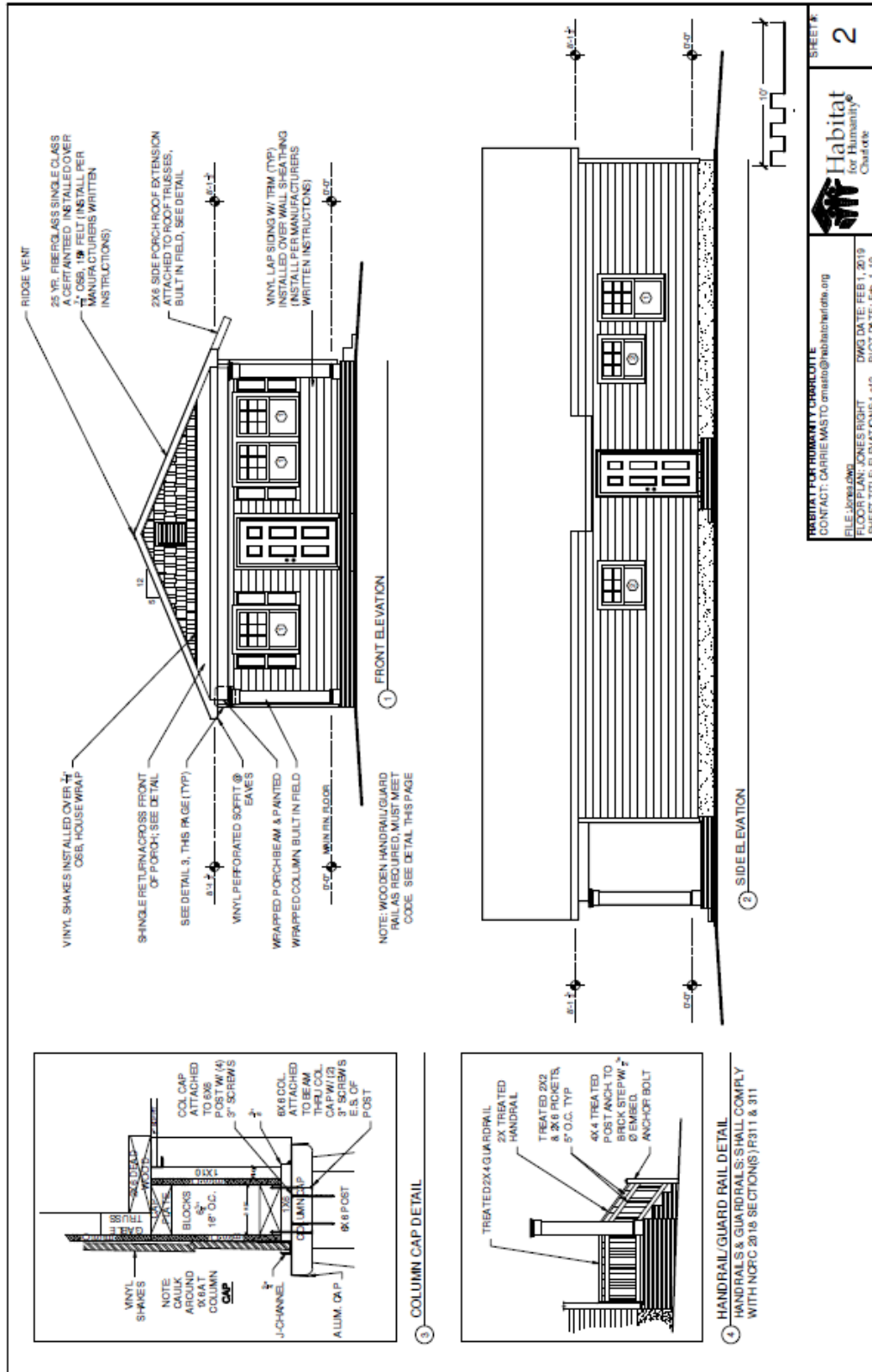
TOTAL COST: 158,429

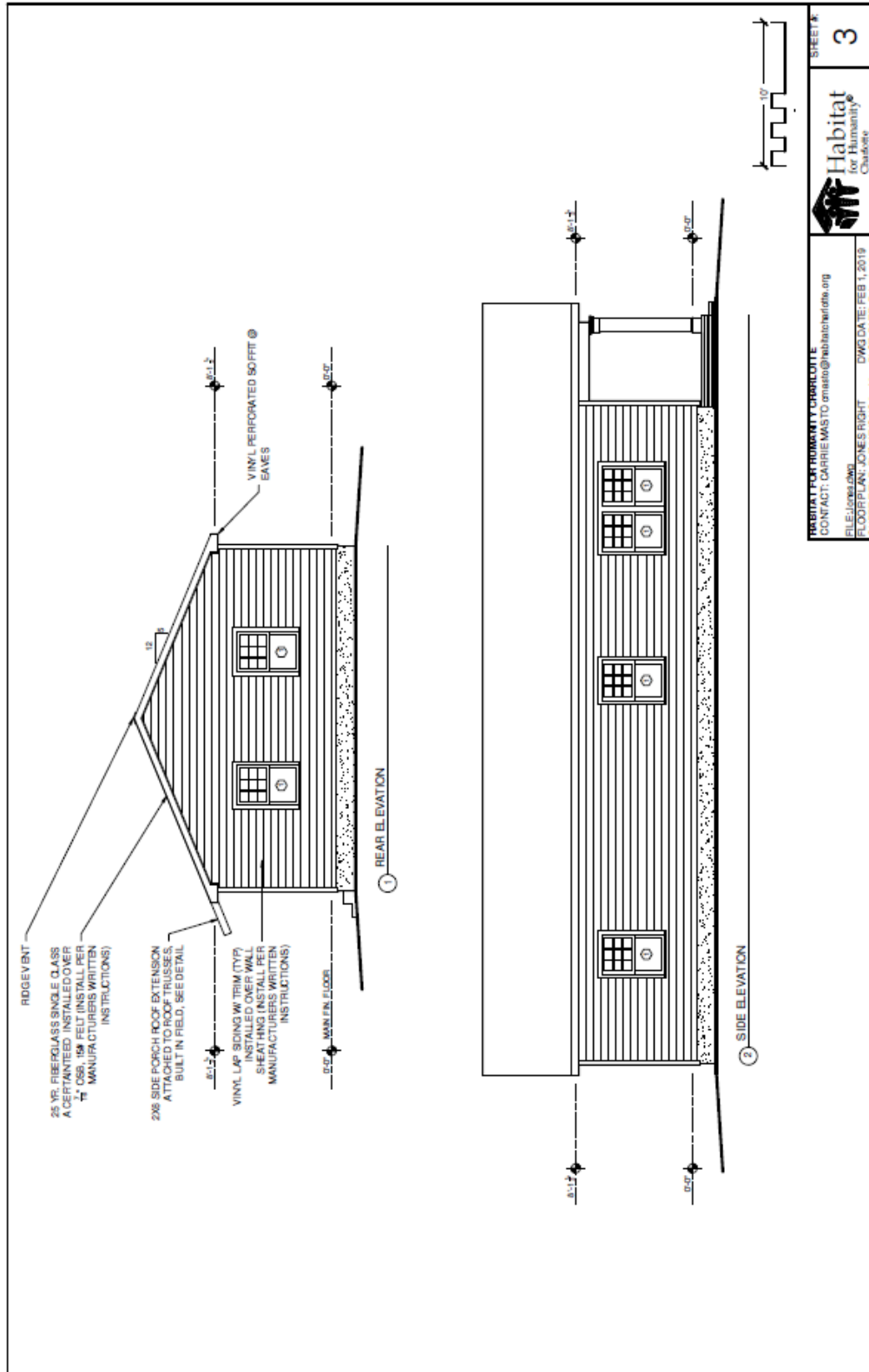
PROPOSED SALE PRICE: 115,000

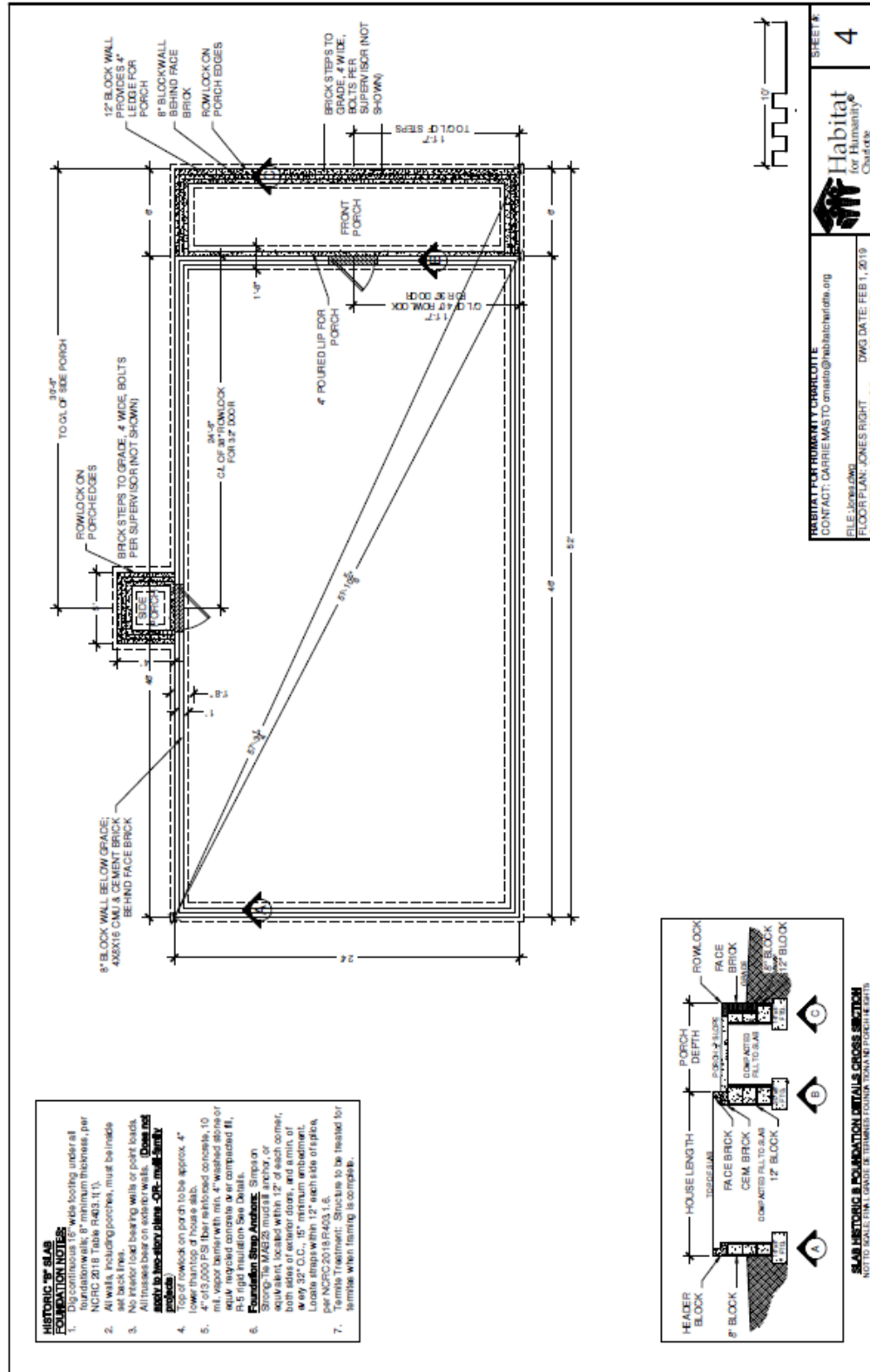
NON-PROFIT FUNDS: 79,214.50

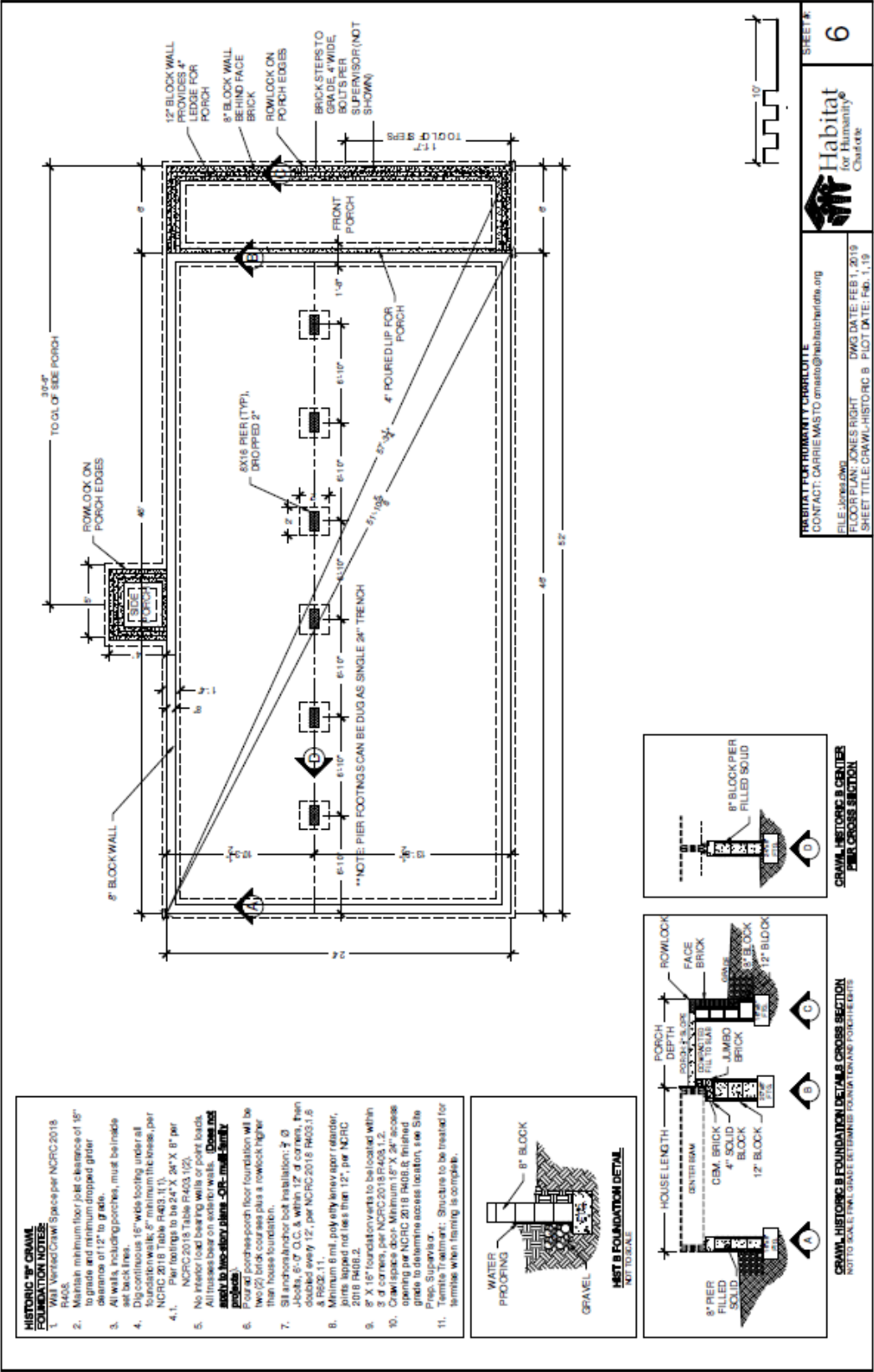
HOME FUNDS REQUESTED: 79,214.50

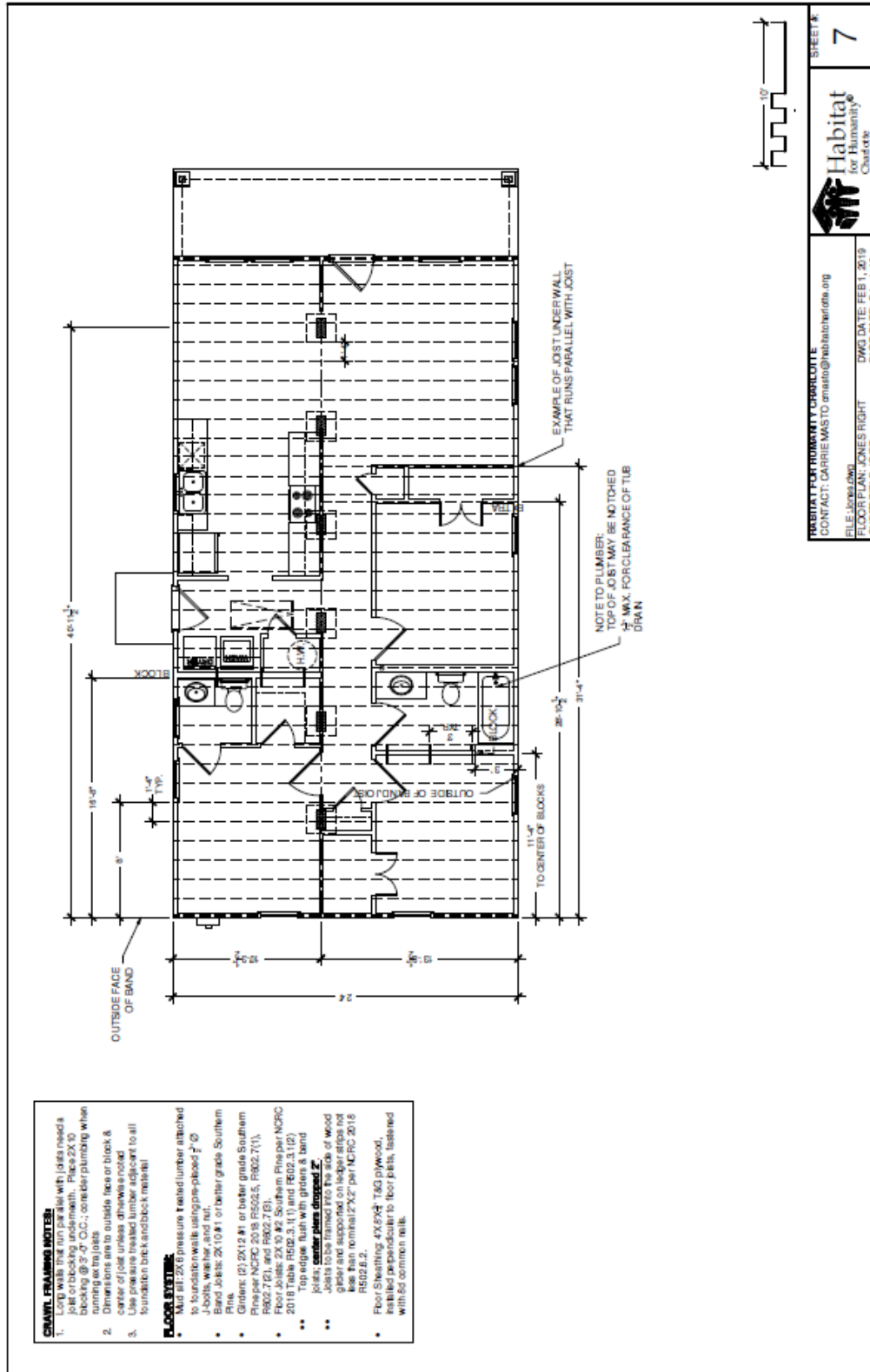


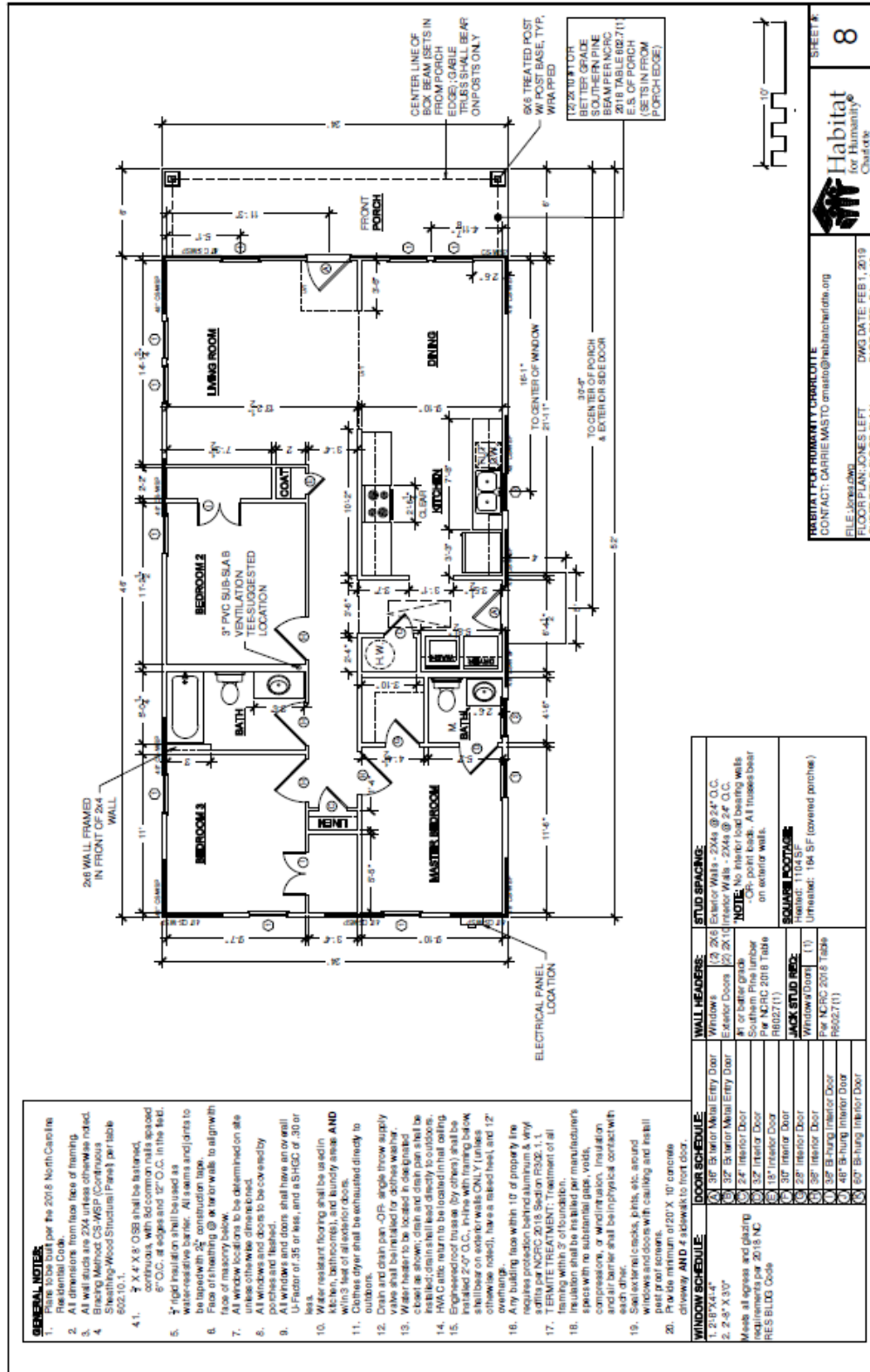


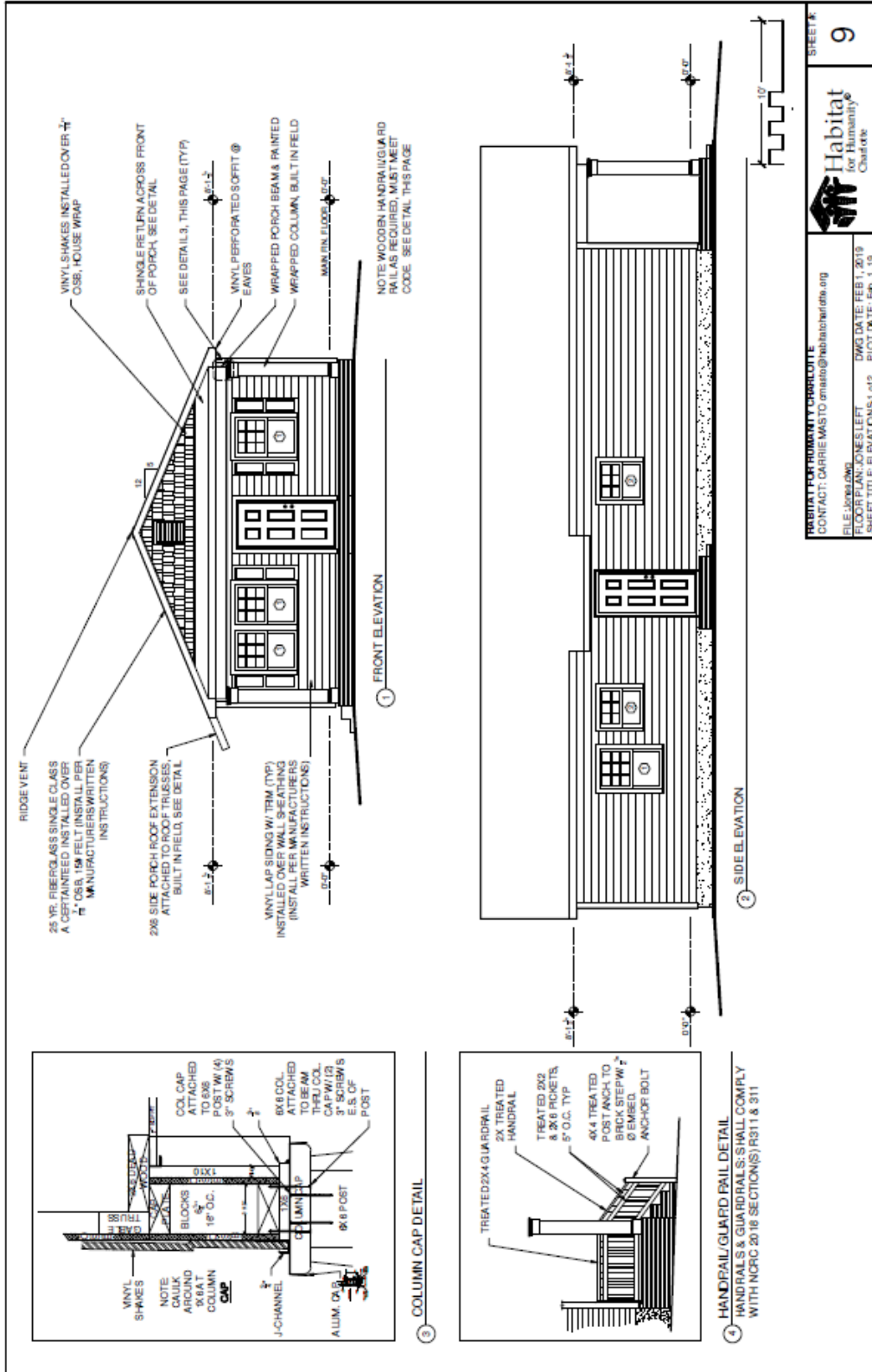


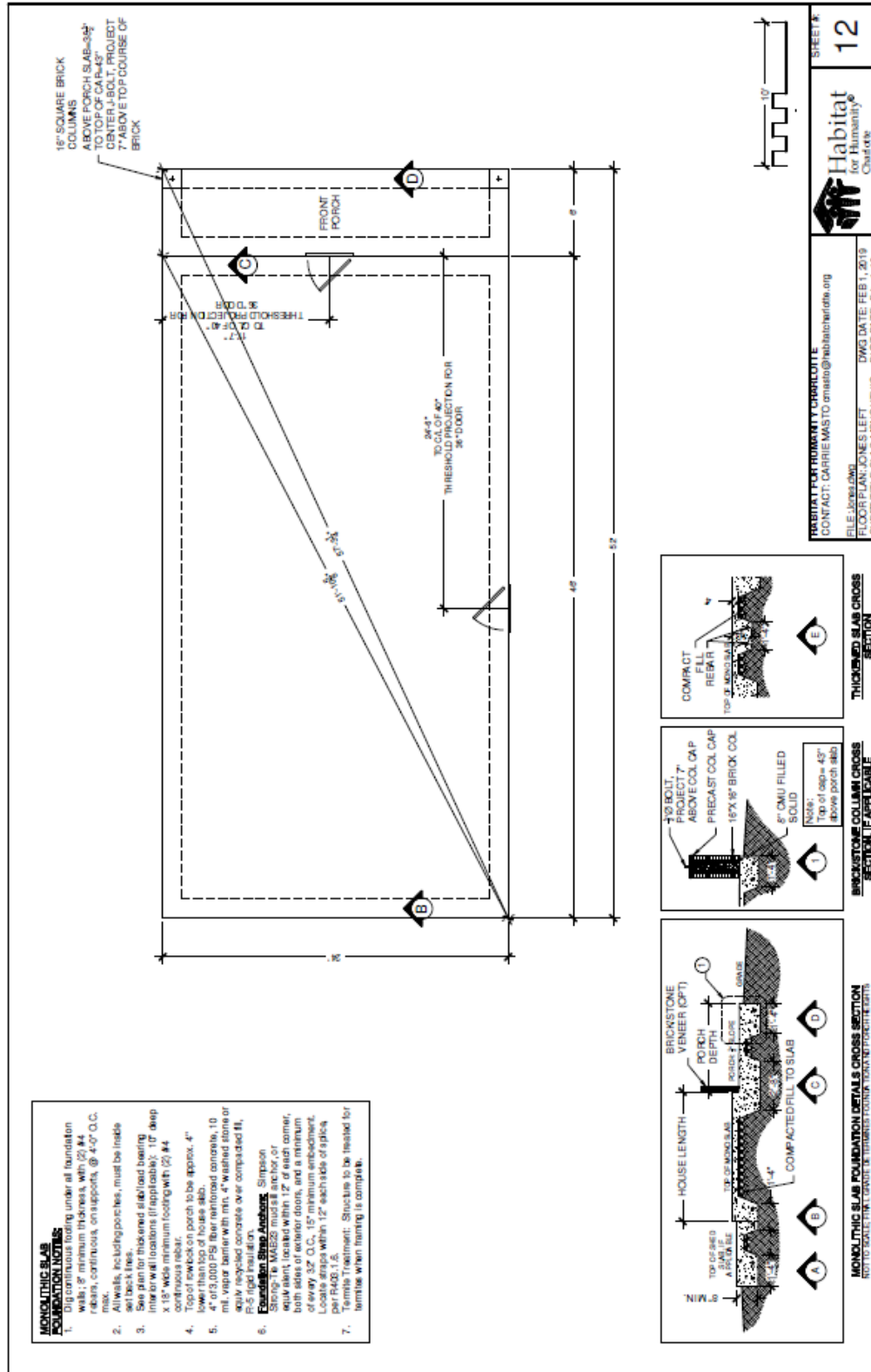


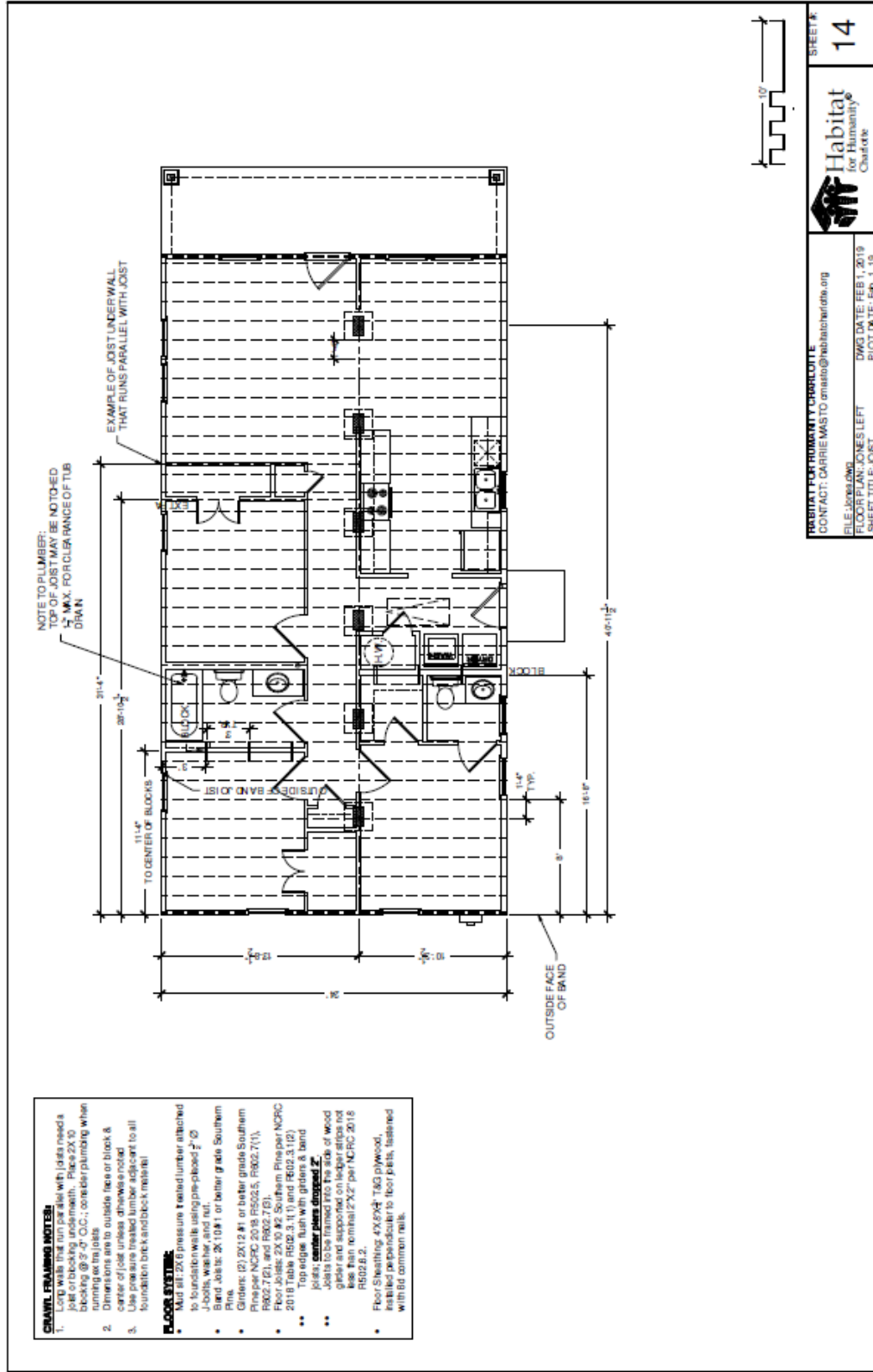


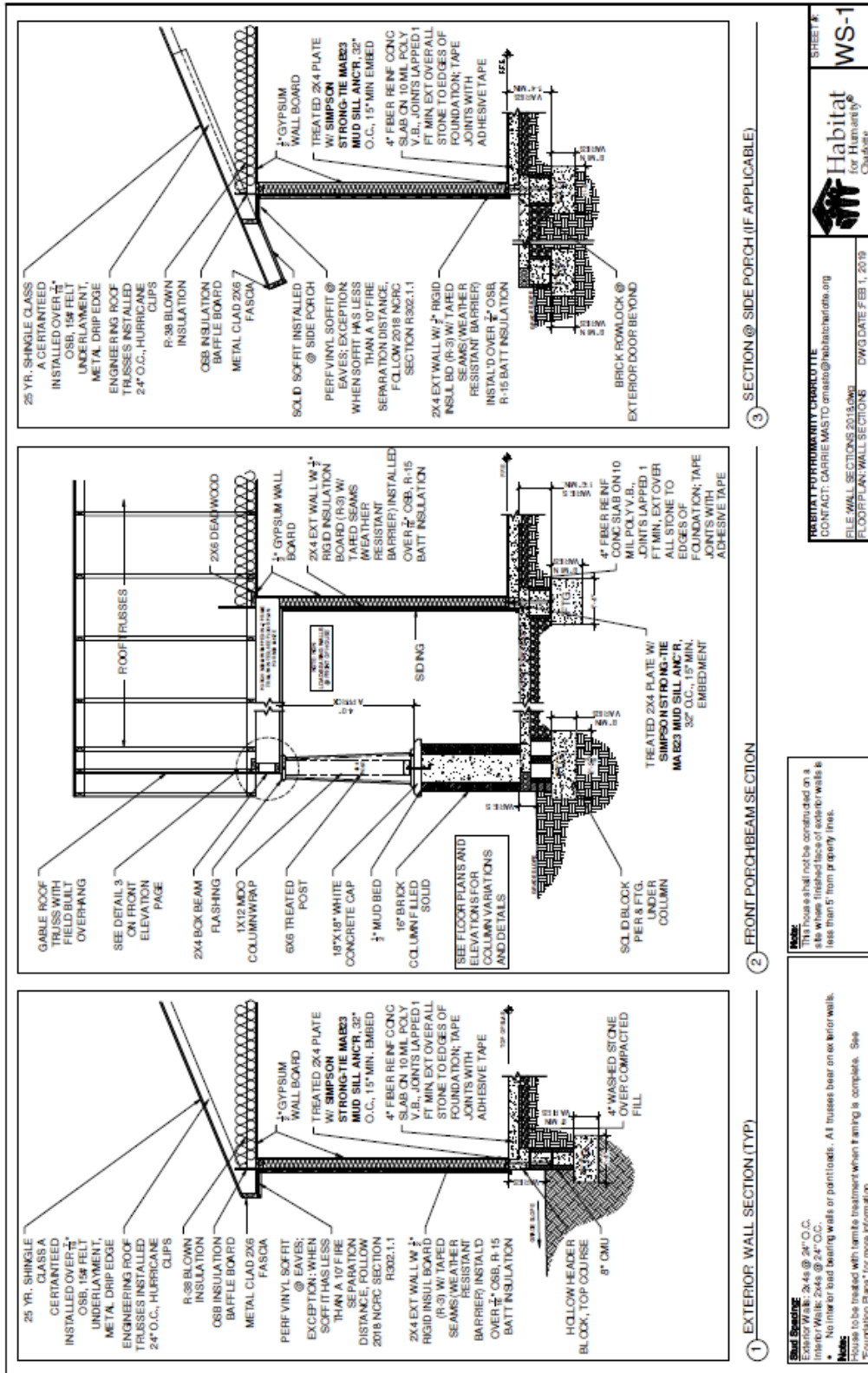


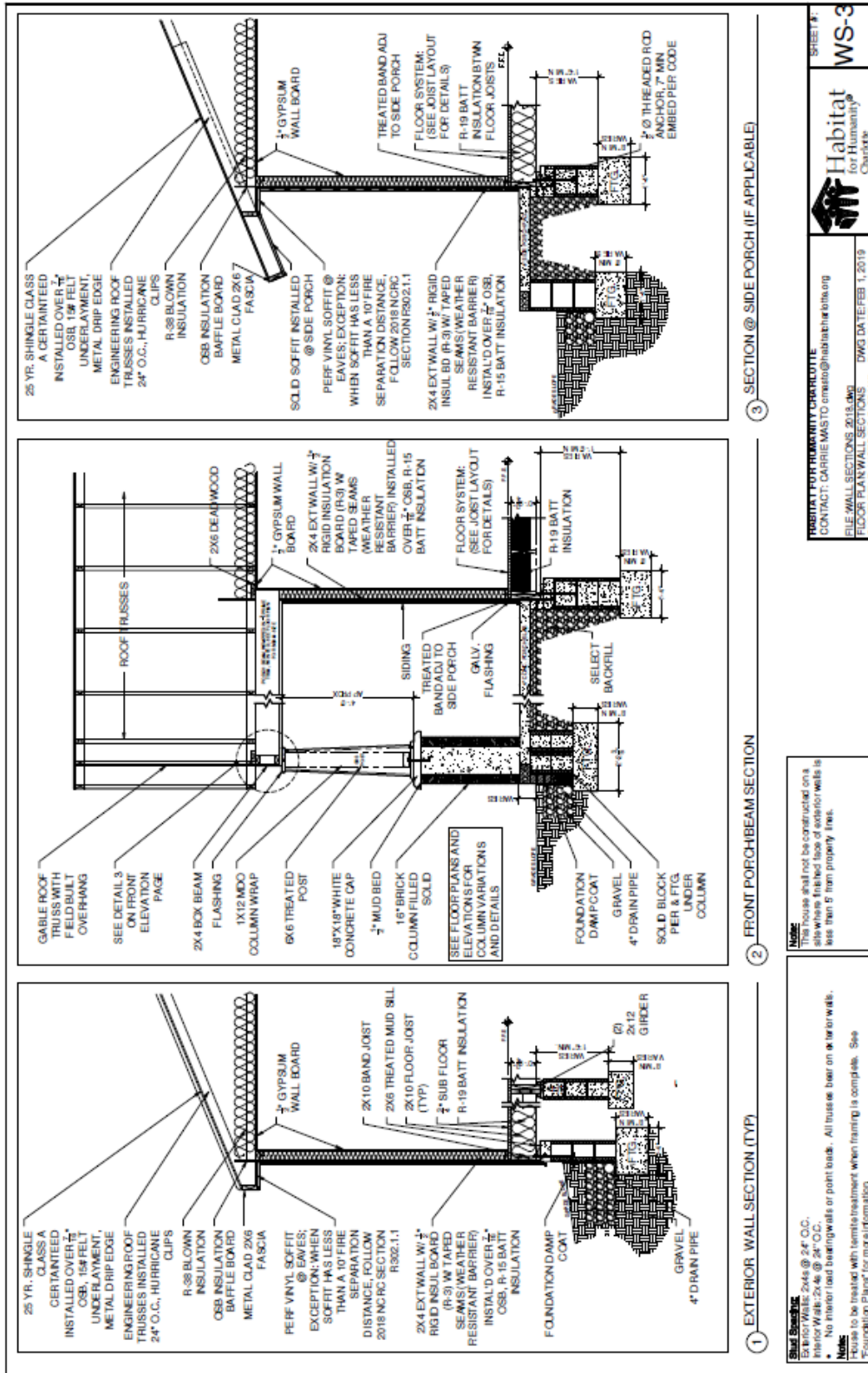


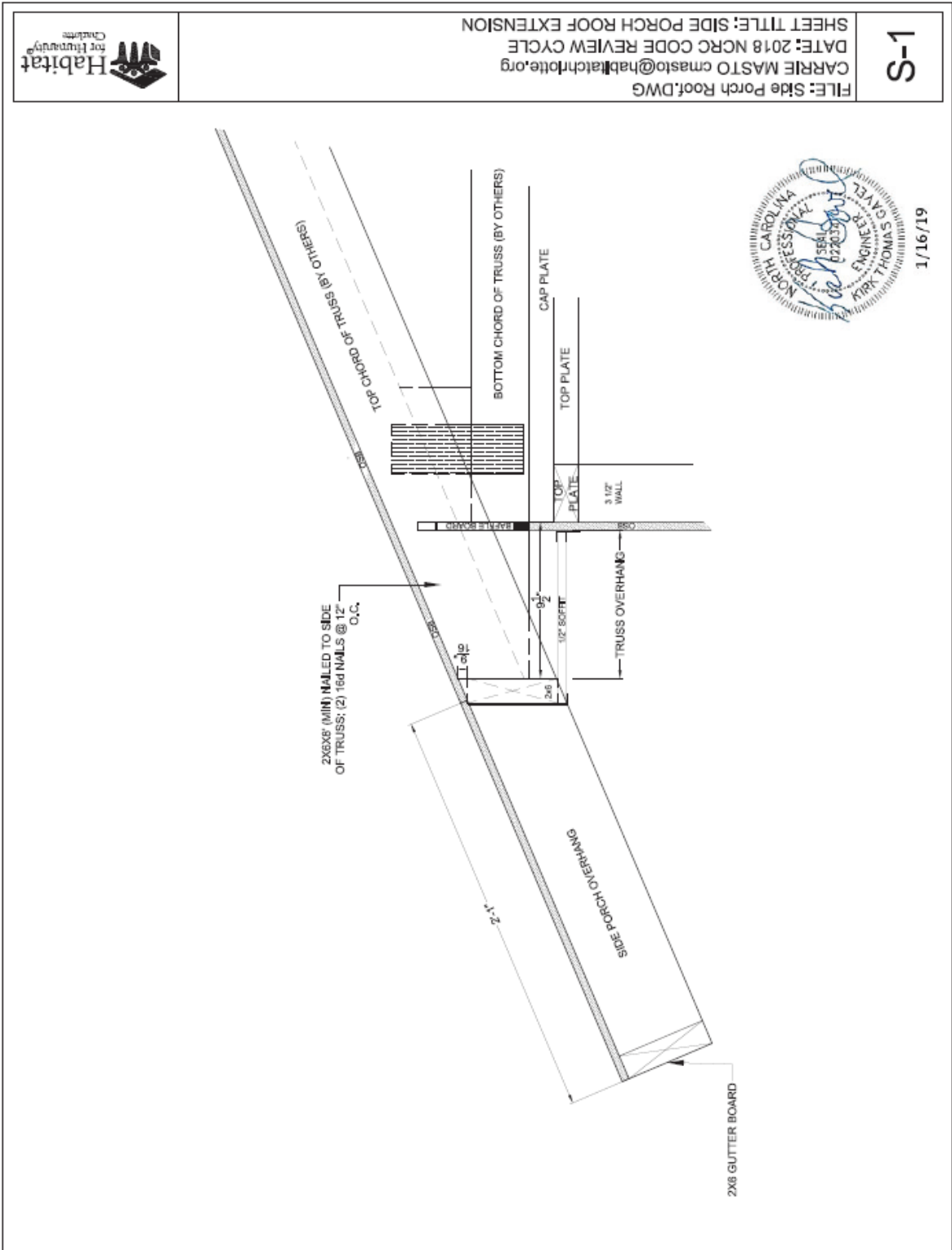


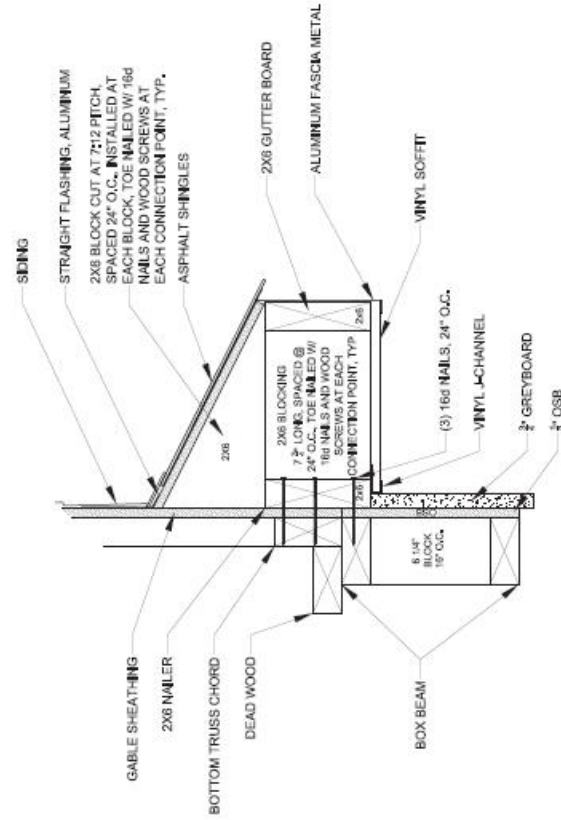












ESTIMATED COST BREAKDOWN, NSP FUNDS AND SALE PRICE
(EXPLANATION ATTACHED)

PROJECT ADDRESS: 4286 Worsham Ave
 NEIGHBORHOOD: Napier Heights
 TYPE: ☒ New Construction ☐ Rehabilitation
 LOT SIZE: 56'x150'=.19ac
 NUMBER OF BEDROOMS: ☒ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1
 NUMBER OF BATHROOMS: ☒ 2+ ☐ 2 ☐ 1
 SF HEATED SPACE: 1512 sq ft

LAND, CONSTRUCTION & SOFT COST ESTIMATES

Land & Construction Costs

5,000 Site Preparation	
3,500 Land Acquisition	
128,520 GC Contract Amount	<u>85.00</u> Per SF
10,000 Construction Management	
2,900 In-Kind Materials	
12,852 Contingency Fee (materials)	
162,772 Total Estimated Land & Construction Costs	<u>107.65</u> Per SF

Soft Costs

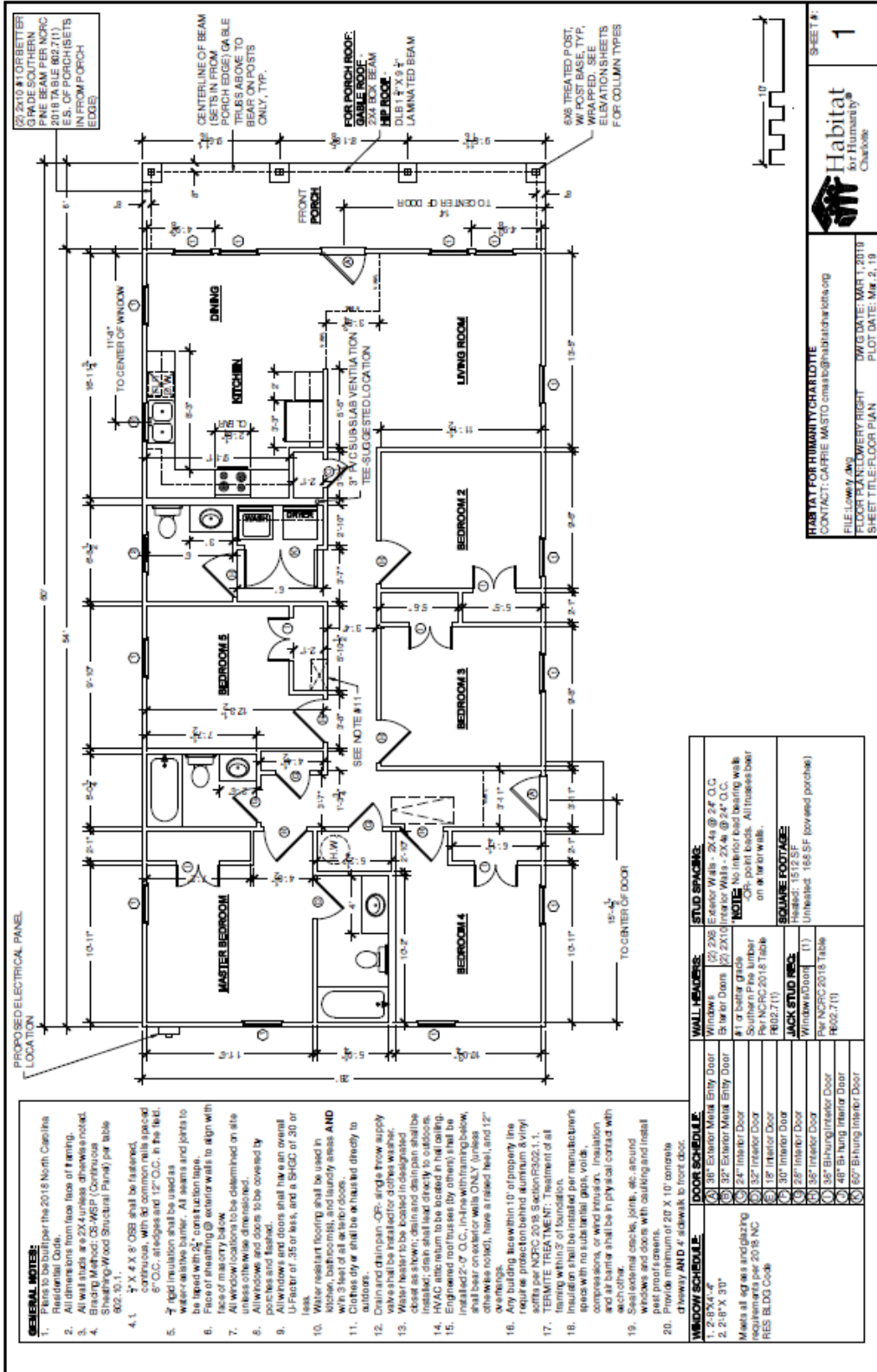
325 Appraisal [NP]	
1,852 Application Fees	
650 Attorney	
900 Cost Cert/Audit	
700 Interest Costs	
100 Bank Fees	
4,500 Property Insurance	
3,000 Surveyor	
325 Energy Star Rater	
550 Title Insurance and Recording	
8,000 Developer Fee	
20,902 Total Estimated Soft Costs	<u>17.80</u> Per SF

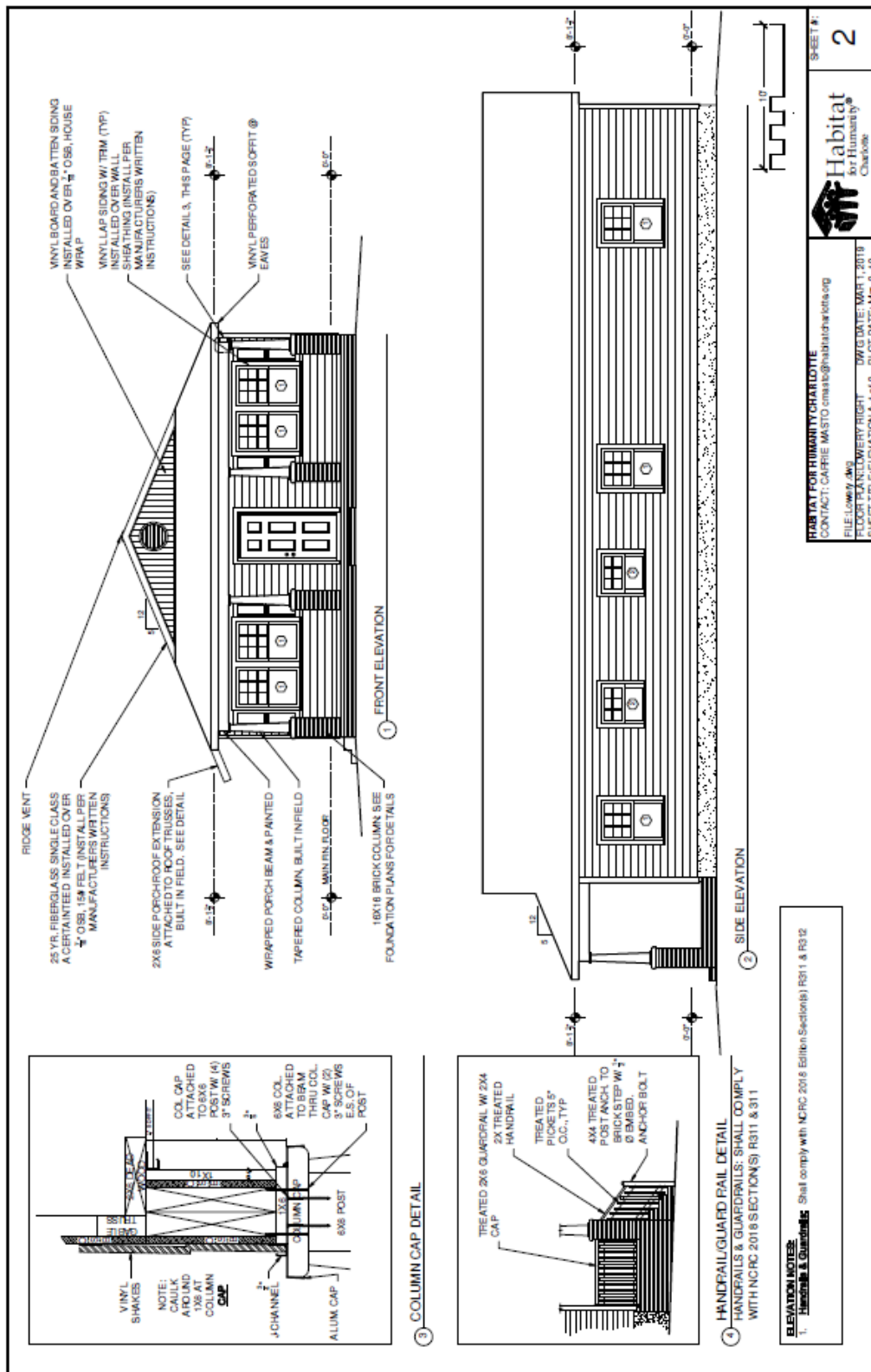
TOTAL COST: 183,674

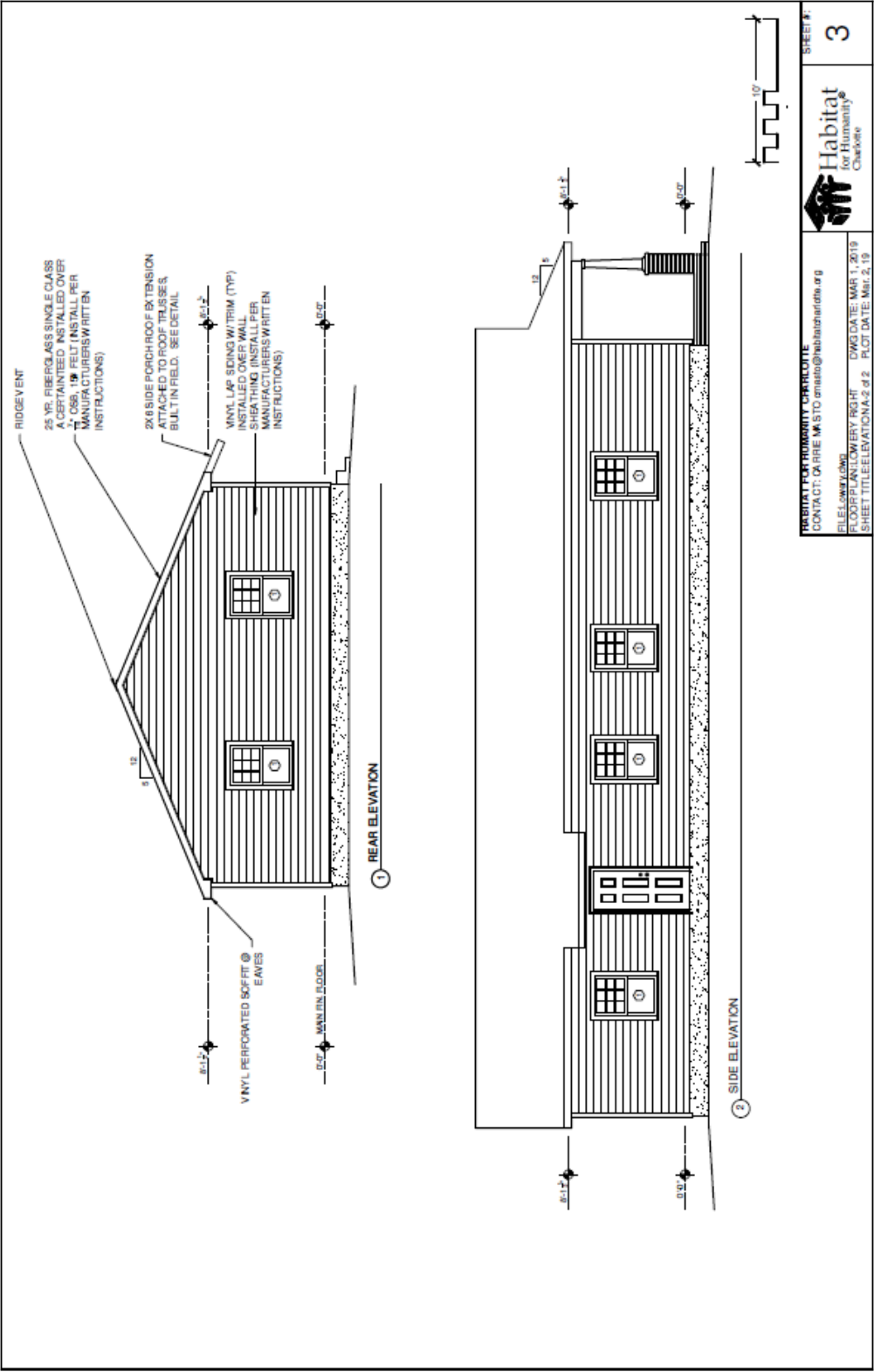
PROPOSED SALE PRICE: 125,000

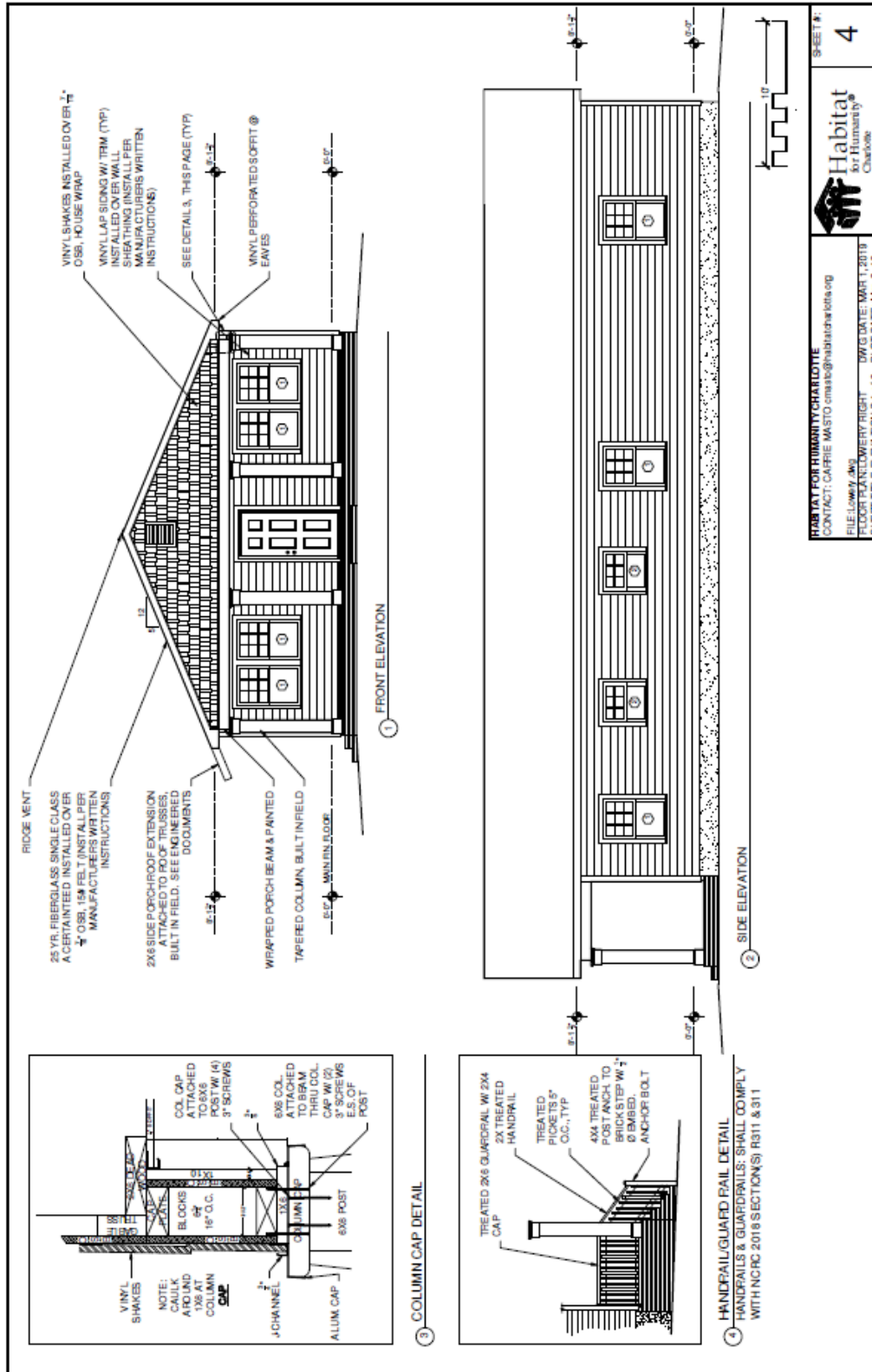
NON-PROFIT FUNDS: 16,400.00

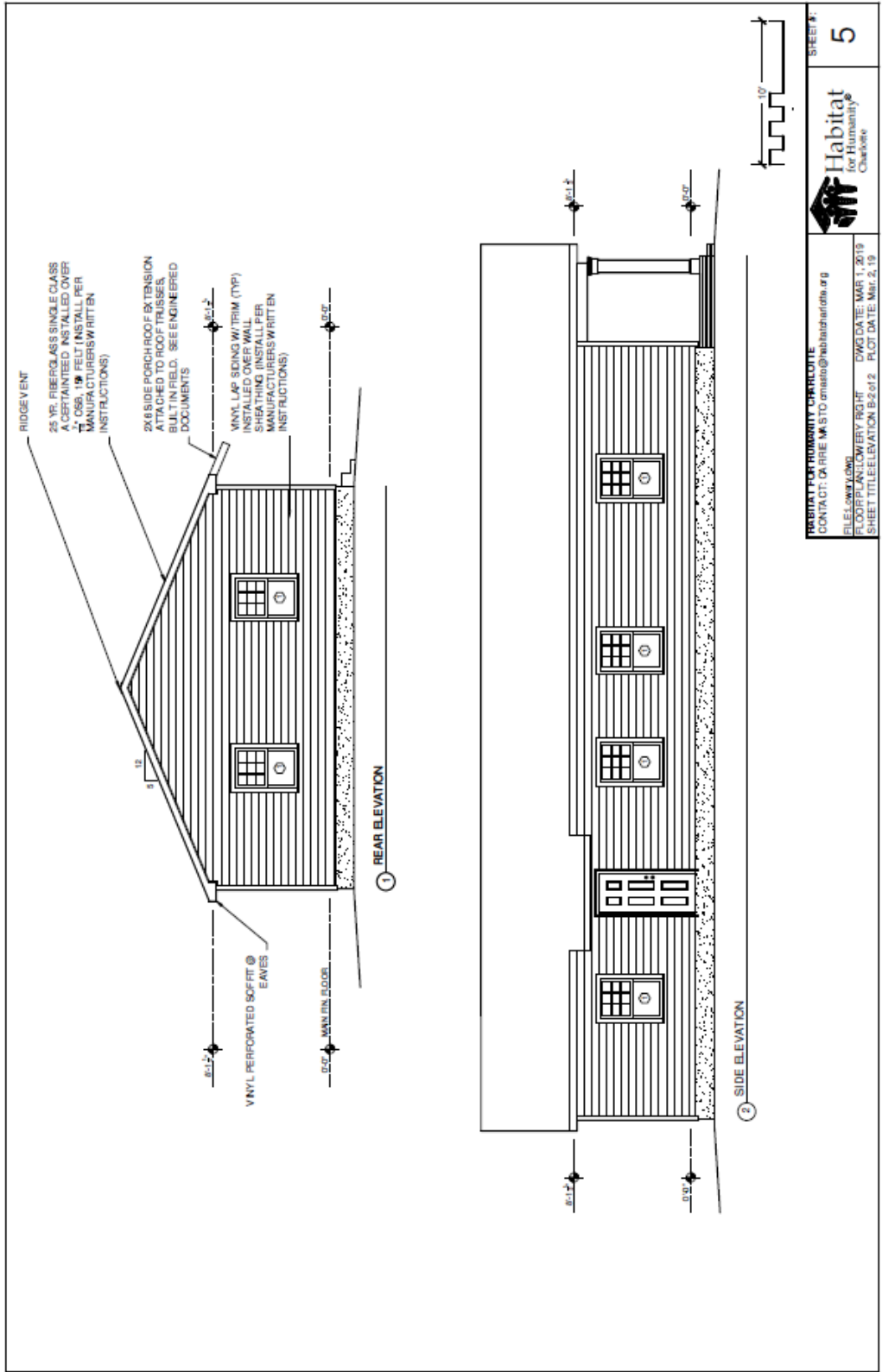
HOME FUNDS REQUESTED: 167,274.00



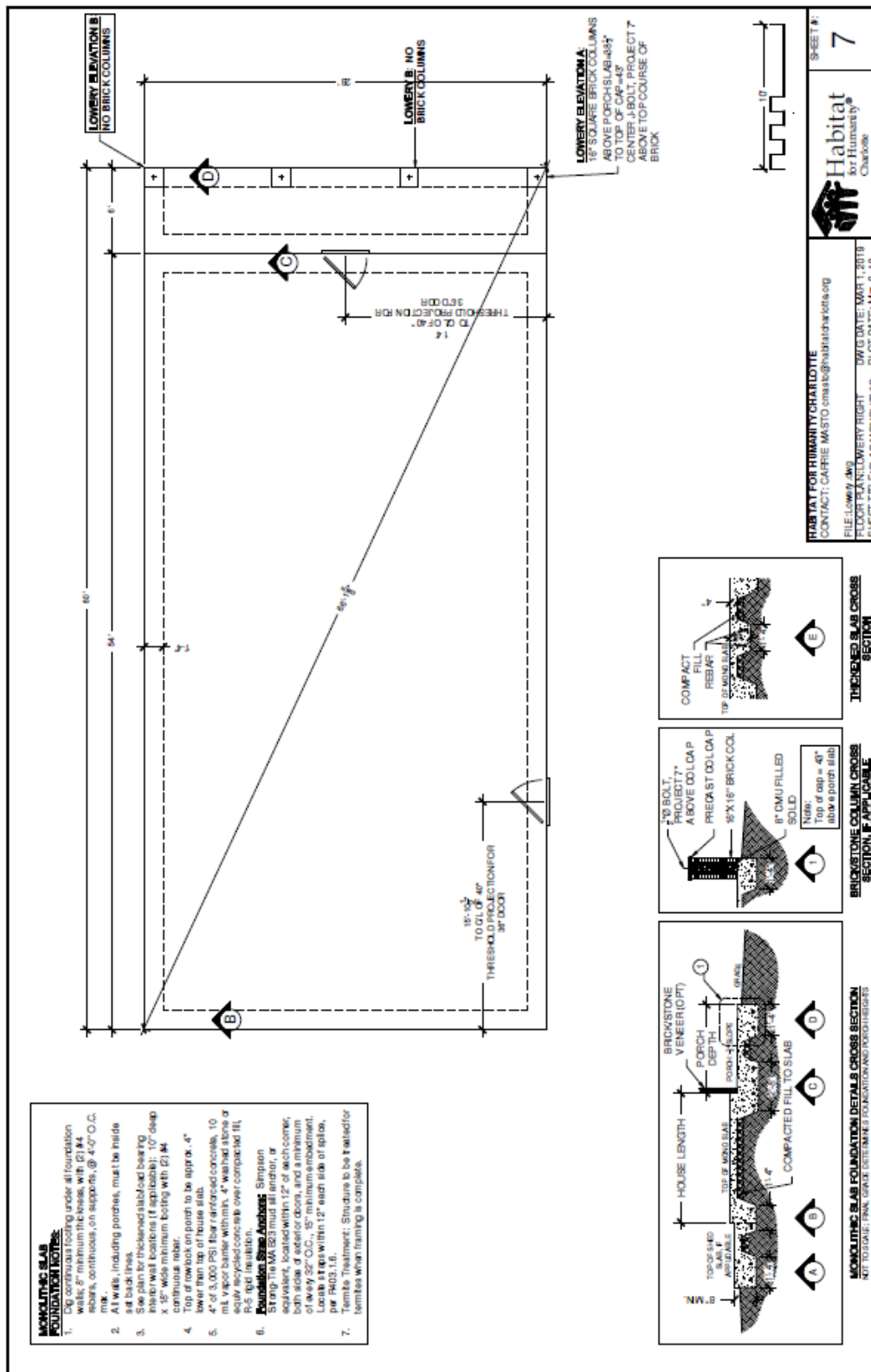




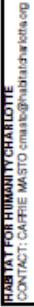
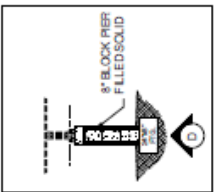
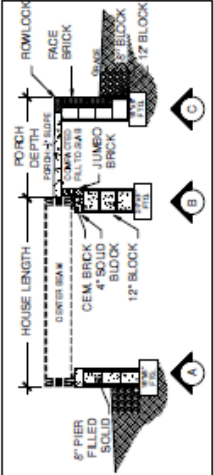




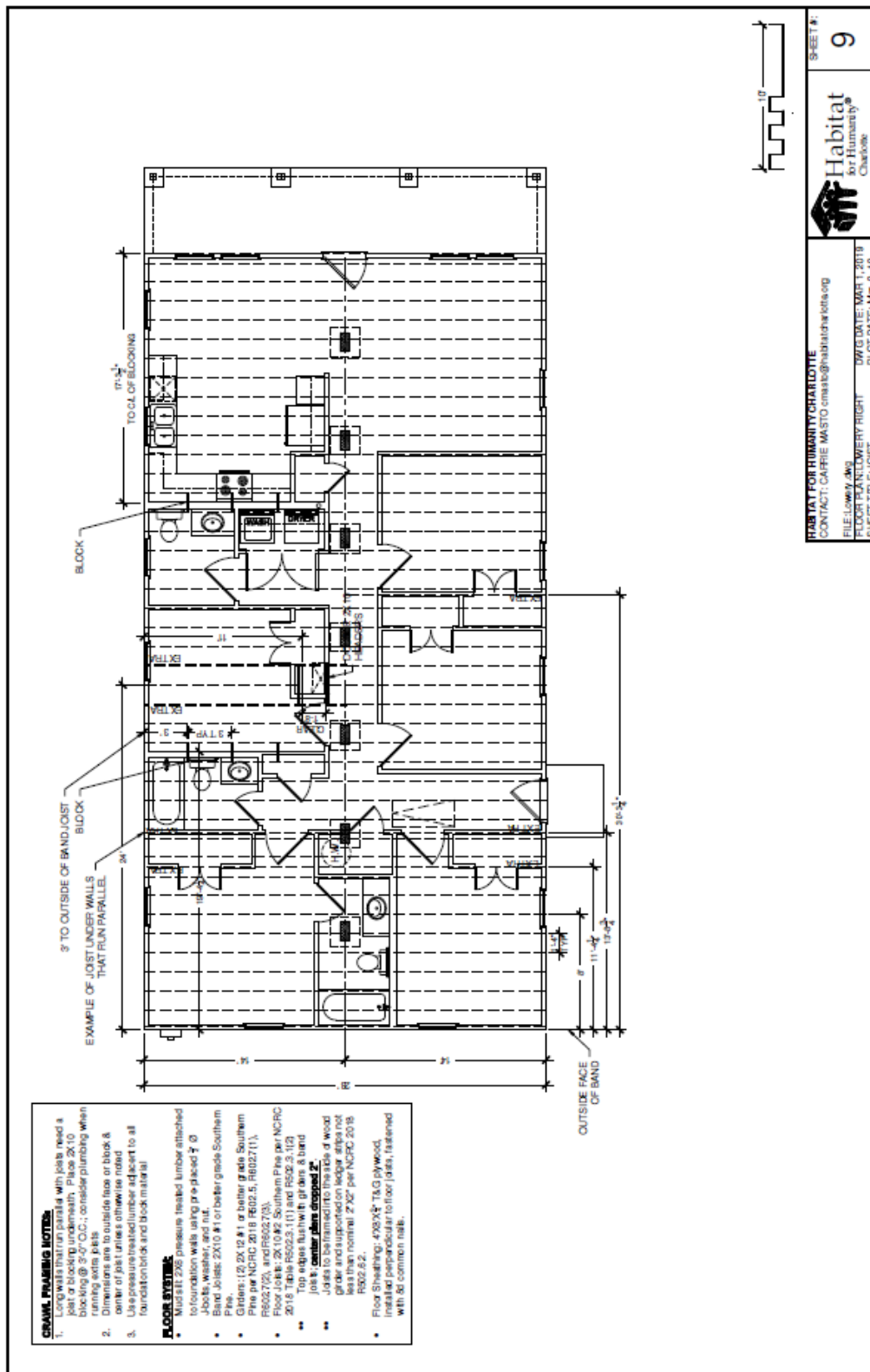
Habitat for Humanity Charlotte CONTACT: CARIE M. STONE carie@habitatidaho.org		SHEET #: 5
FILE: LOW KEY.DWG FLOOR PLAN: LOW KEY RIGHT DWG DATE: MAR 1, 2019 SHEET TITLE: ELEVATION B-2 of 2 PLOT DATE: MAR 2, 2019		Charlotte

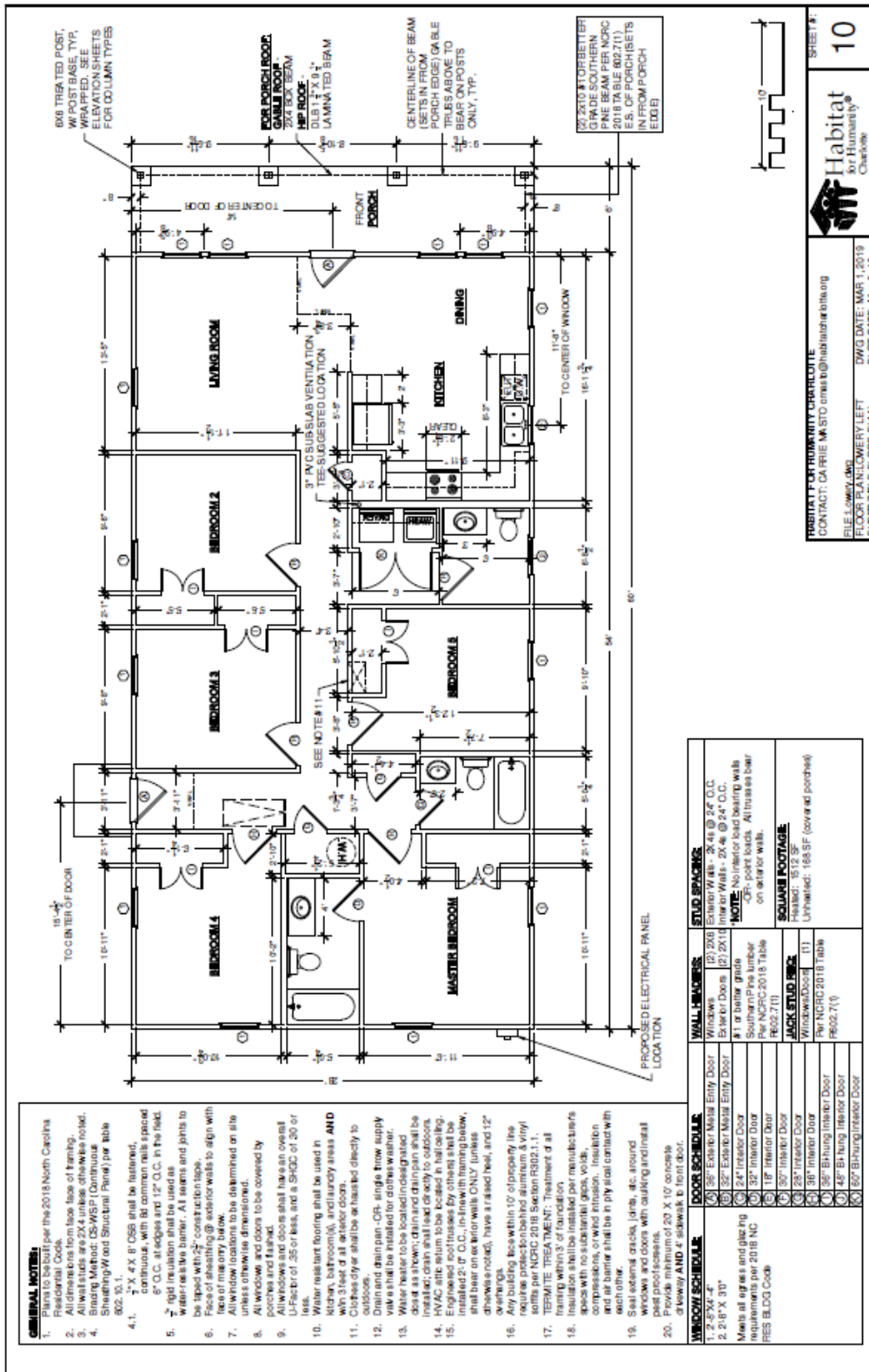


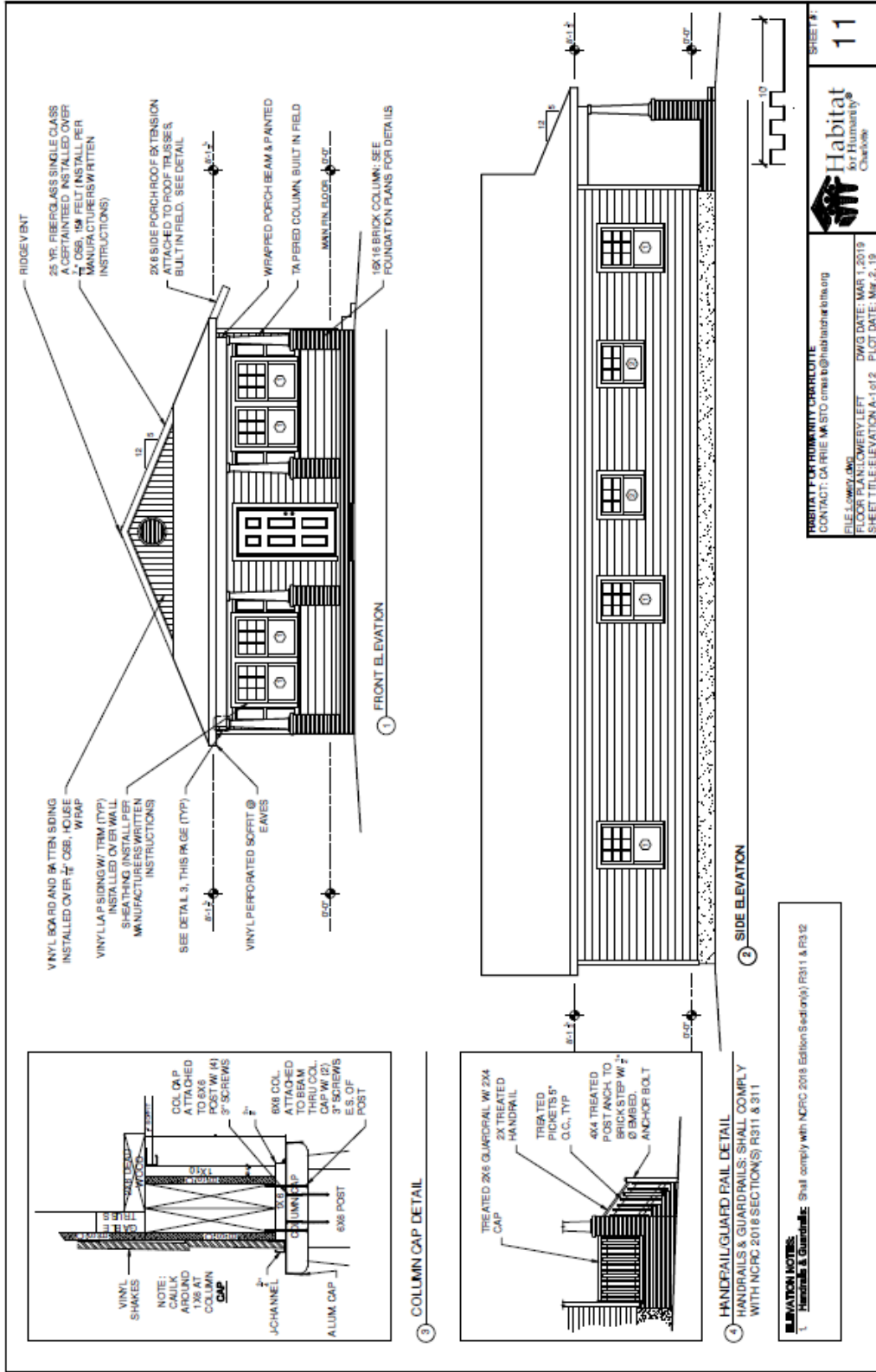
1. Wall Vented Craw Space per NCRP 2018 R403.
2. Minimum minimum floor joist clearance of 18" to grade and minimum drop ceiling of 12" to grade. If a craw space is present, it must be sealed.
3. All walls including postholes, must be sealed set back lines.
4. Dig continuous 18" wide footing under all foundation walls; minimum thickness, per NCRP 2018 Table R403.11(c).
5. Per footing to be 24"x 24" x 8' per NCRP 2018 Table R403.11(c).
6. NCRP 2018 Table R403.11(c).
7. All exterior postloading walls & post loads.
8. **Apply to two-story frame - 20% max. design loads.**
9. **Revised** pericles: per foot foundation will be 2 to 12' brd. courses plus a rockhead through the foundation.
10. **Seal anchor/venting bolt installation:** 7" Ø J-bolts, 6" O.C. within 12" of corners, then double every 24" NCRP 2018 R403.11(c).
11. Minimum 5 mil polyethylene vapor retarder.
12. Joints sealed not less than 12" per NCRP 2018 R403.2.
13. 8" x 16" foundation vents to be treated with 3" of corners per NCRP 2018 R403.12.
14. Craw space depth - Minimum 5" x 24" opening per NCRP 2018 R403.6; finished per NCRP 2018 R403.6; seal, see NCRP 2018 R403.6.
15. Termite Treatment: Structure to be treated while framing is complete.

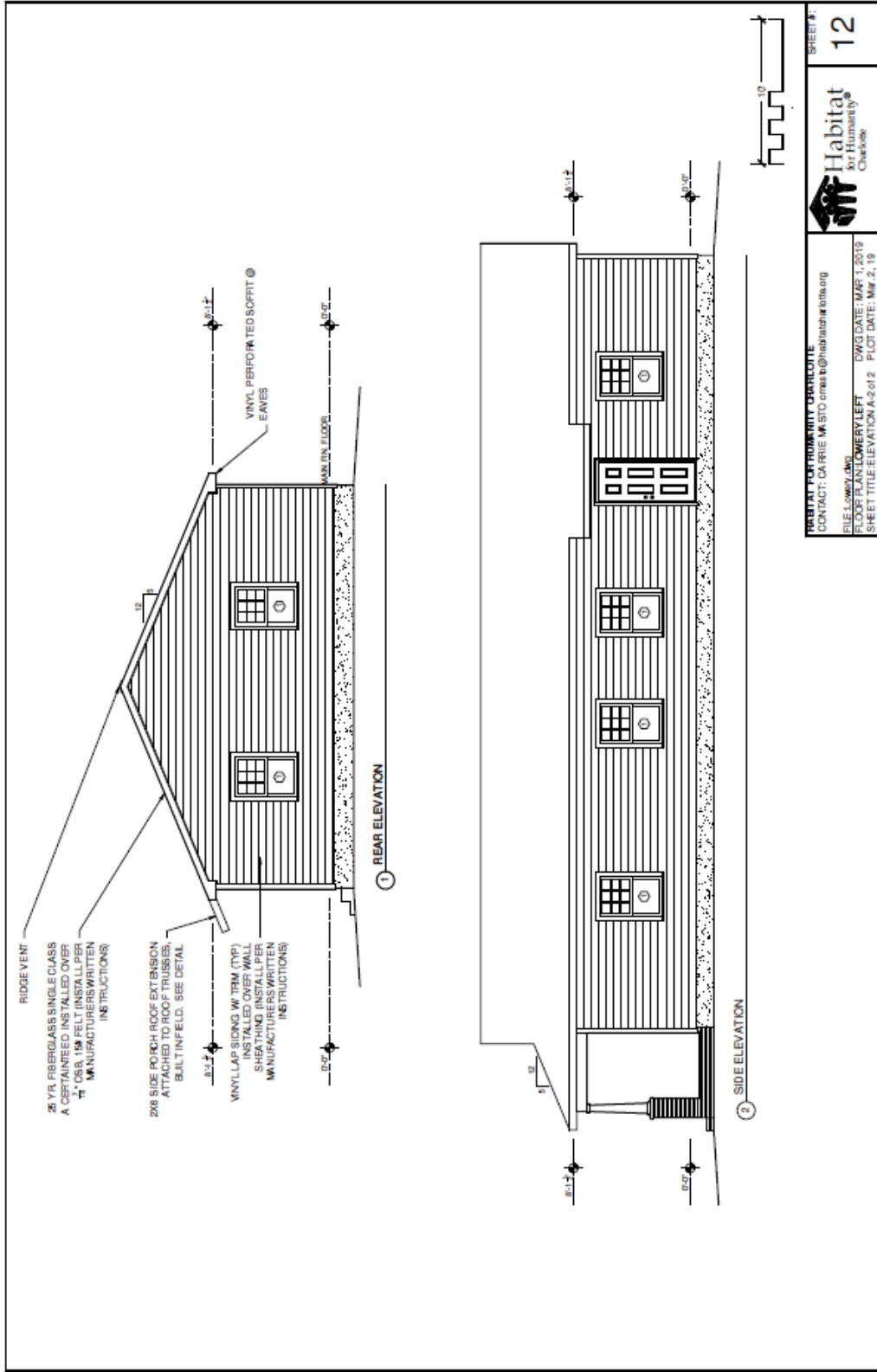


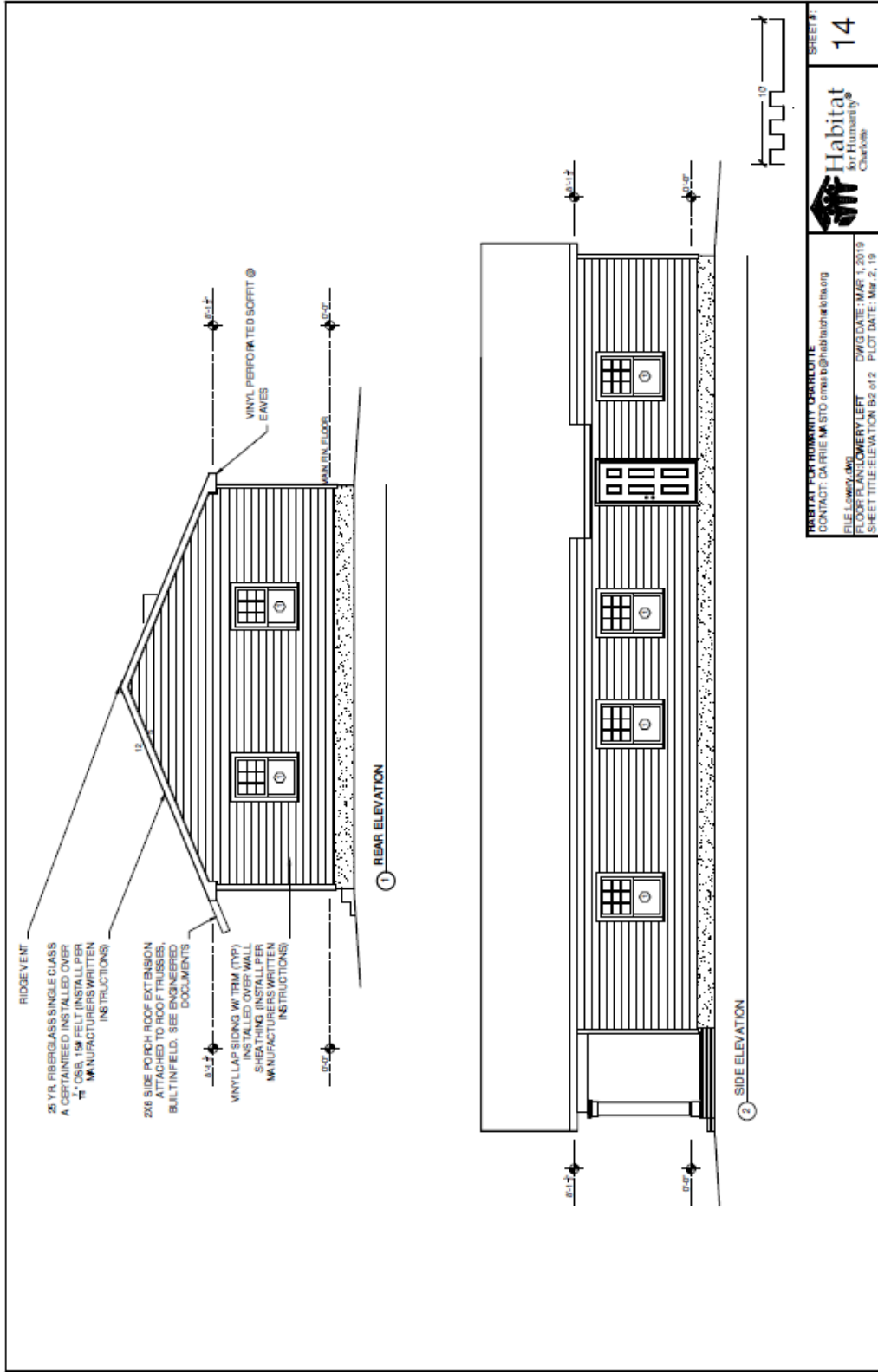
8 SHEET

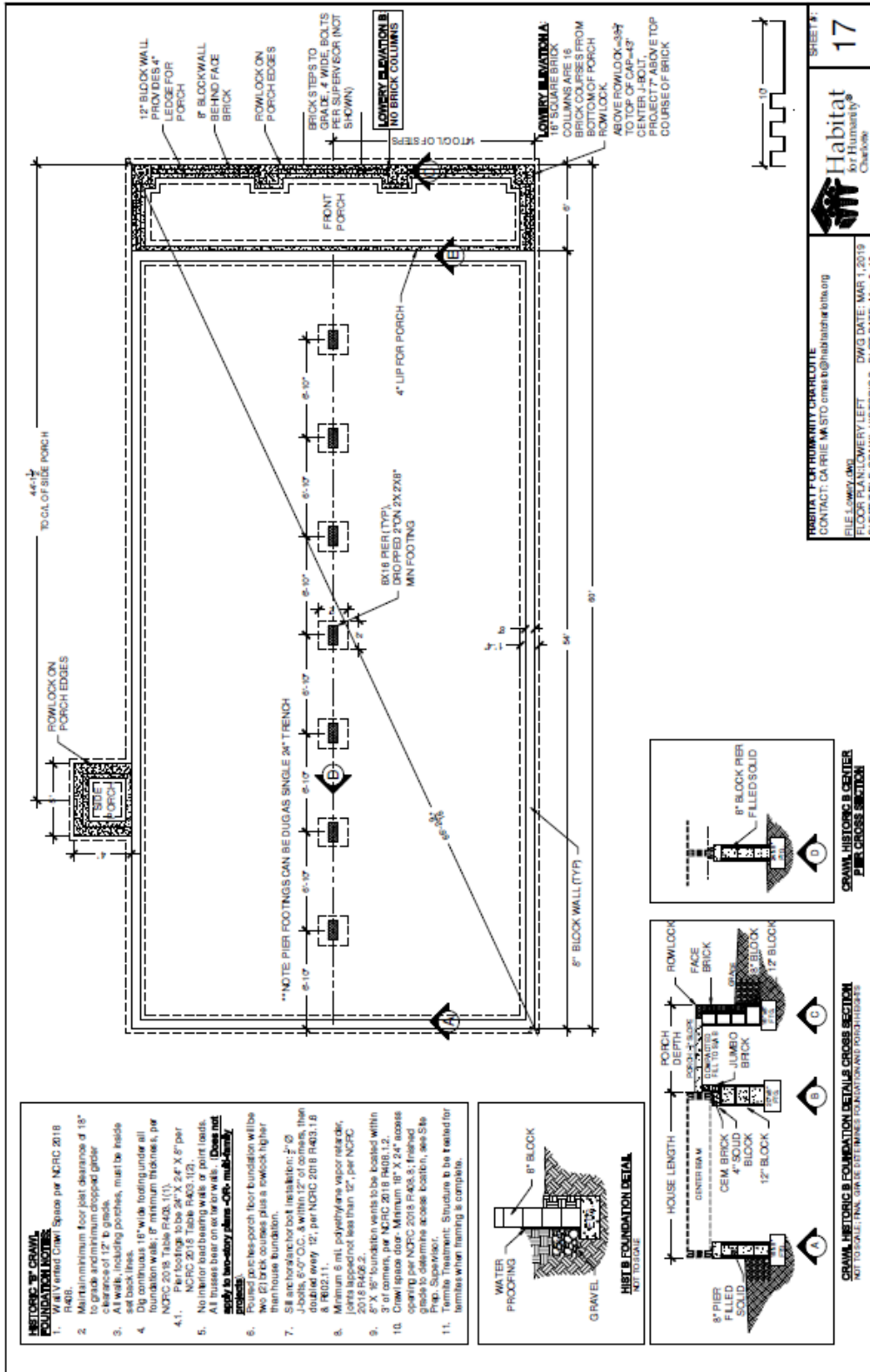


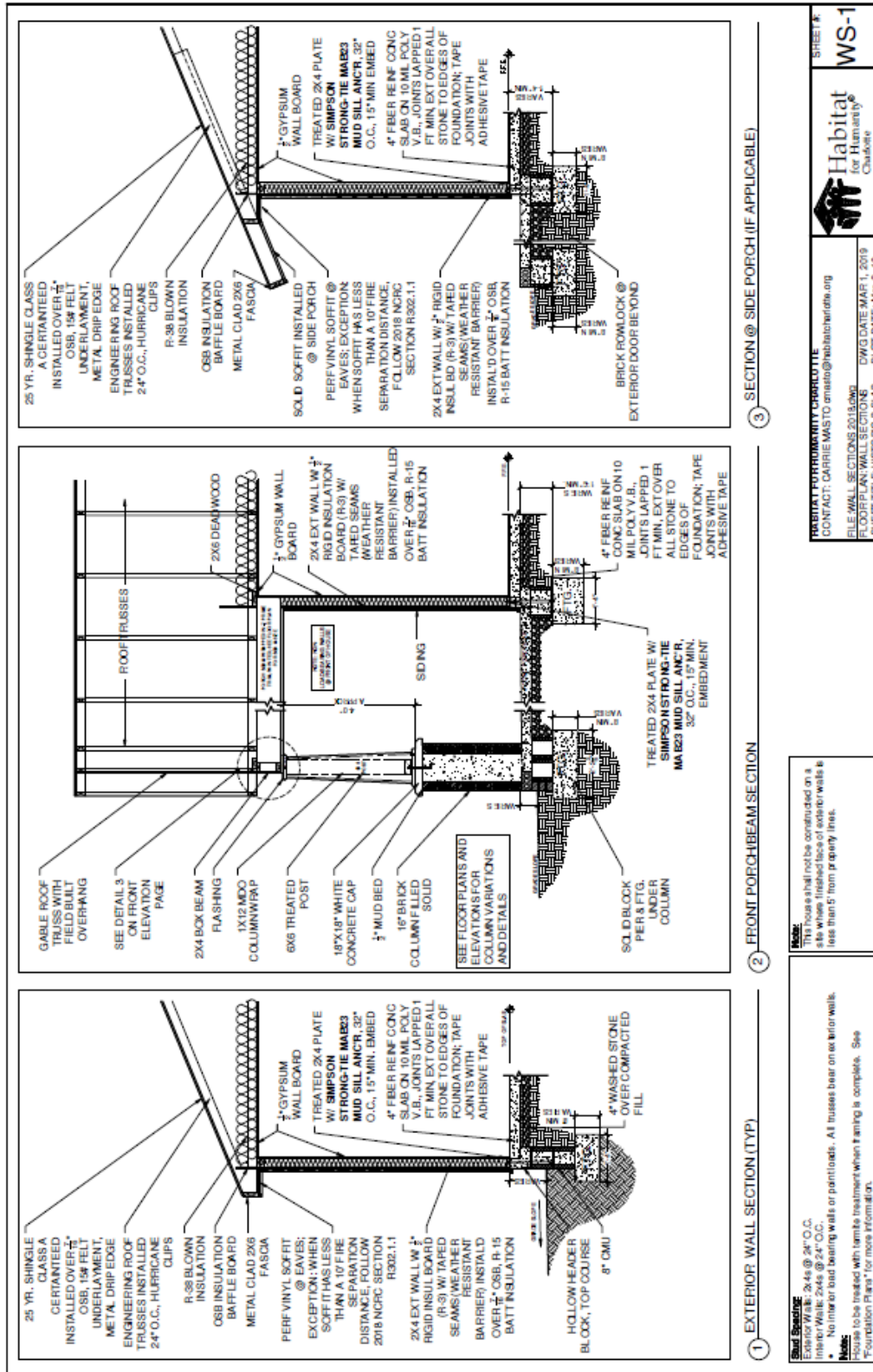












Standard Specifications

Exterior Walls: 2x4s @ 24" O.C.
 Interior Walls: 2x4s @ 24" O.C.
 No. 1 or solid bearing walls or partitions. All trusses bear on exterior walls.
 House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

Notes:

This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property line.

Habitat for Humanity Charlotte

CONTACT: CARRIE MASTO email@habitatcharlotte.org

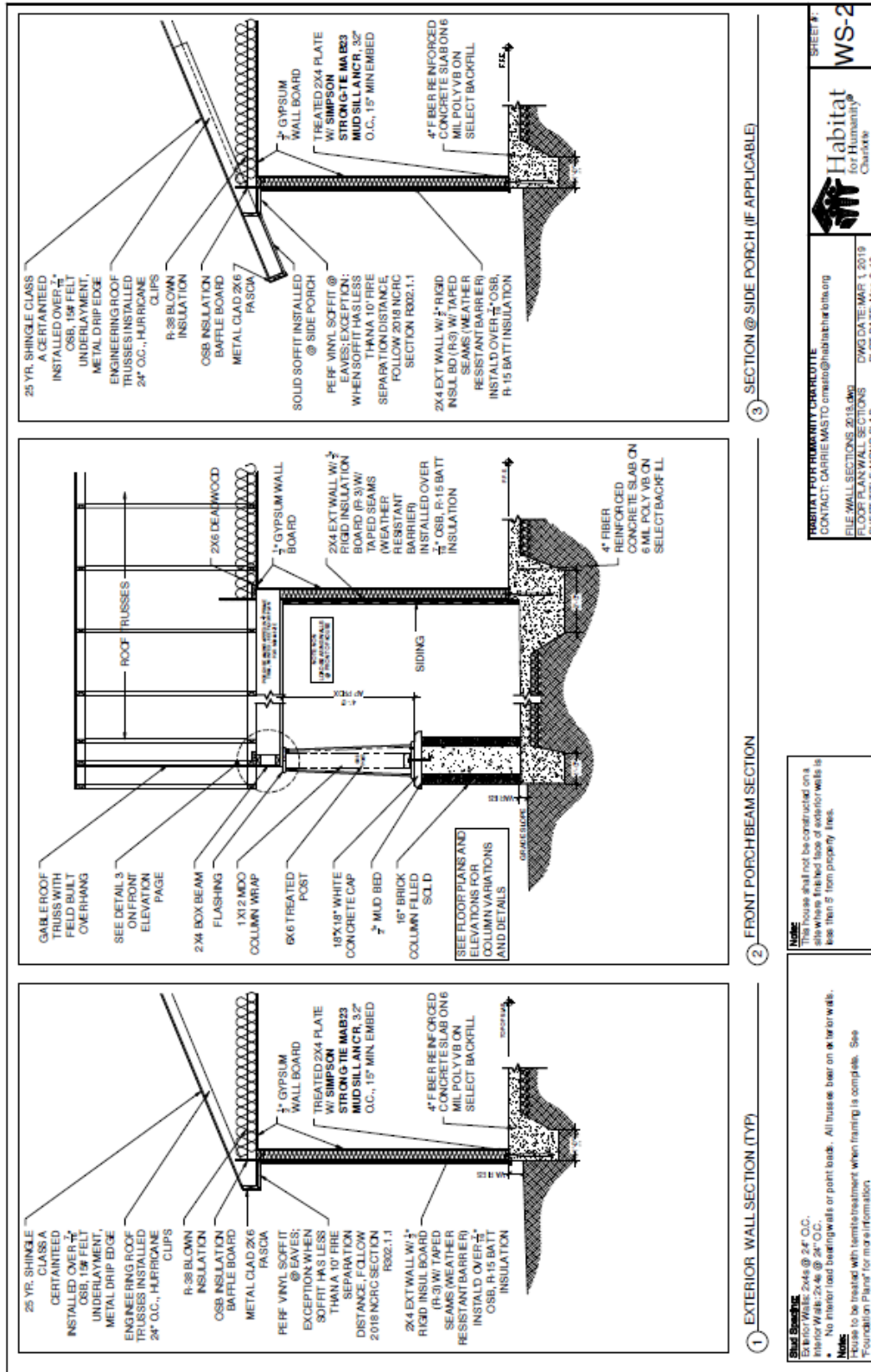
FILE WALL SECTIONS 2015.dwg DWG DATE: MAR 1, 2019

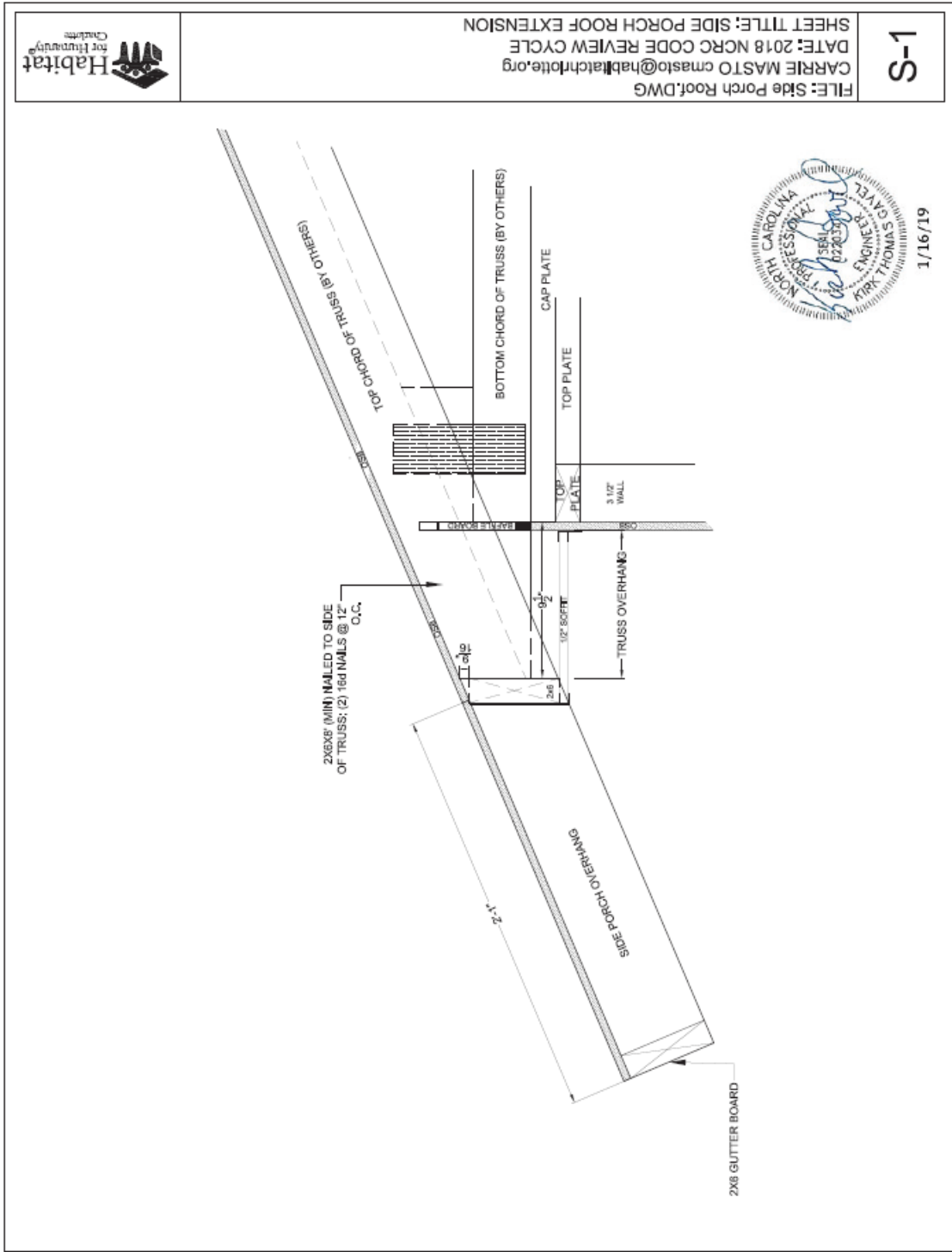
FLOOR PLAN WALL SECTION SHEET TITLE: HISTORIC B SLAB PLOT DATE: Mar 2, 19

SHEET #:

WS-1

Charlotte





Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States. *

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2025_

* _____
Alien Registration Number for Non-Citizens

Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number:* _____

F:\LEGAL\K\SAVE\1Affidavit Verifying Status-Alien or Citizen.doc

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 2025 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Contractor Affidavit 2011.doc

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____

_____ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2025 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Subcontractor Affidavit 2011.doc

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

Name of Public Employer

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

Executed on _____, 2025 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires:



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING THE PROPOSED SCHEDULE OF FEES FOR ENVIRONMENTAL HEALTH SERVICES TO BE PROVIDED BY THE MACON-BIBB COUNTY BOARD OF HEALTH AT A RATE OF APPROXIMATELY 85% OF ACTUAL SERVICE COSTS, EFFECTIVE JUNE 9, 2025, AS DETAILED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Board of Health (“Board”) offers a variety of environmental health permitting and inspections services, such as services relating to ensuring the safe operation of water and septic systems, for which it charges fees; and

WHEREAS, the current fees for these services were last adjusted in 2010; and

WHEREAS, the actual costs incurred by the Board to perform these services has increased considerably over the last fifteen years; and

WHEREAS, after conducting a study of various proposed fee adjustments, the Board voted unanimously at its meeting on June 17, 2024, to approve the proposal to set the new fees at the levels indicated in the far right column, under the heading “Suggested New Fee,” as shown in the “85% of Actual Cost” presentation document attached hereto at Exhibit A, and incorporated herein by reference; and

WHEREAS, thereafter, the Board held a public hearing on the proposed new fee schedule on September 25, 2024, at which no members of the public appeared to provide comments; and

WHEREAS, O.C.G.A. § 31-3-4(a)(6) provides, in part, that, “No fees for environmental health services may be charged unless the schedule of fees for such services has been approved by the county governing authority.”; and

WHEREAS, the Macon-Bibb County Commission desires to approve the new schedule of fees, as requested by the 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 the fees described in the proposal attached hereto at Exhibit A and incorporated herein by reference, in the far right column, under the heading “Suggested New Fee” are hereby adopted, and shall be the fees for such services as provided by the Board for the foreseeable future. The fees approved in this resolution shall become effective as of June 9, 2025.

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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

\\tc-storage.maconbibb.us\countyattstorage\RES MACON-BIBB\2025 Miller Approving New Environmental Health Fees for Board of Health 2-12-25.docx

EXHIBIT A

Percentage of Actual Cost			85%	County: Macon-Bibb	
Fee Type	Actual Cost to Provide Service	85% (rounded to the nearest whole dollar)	Current Fee Charged by County	Suggested New Fee at 85% of actual cost or unchanged fee	
Application/Site Evaluation for ADD/MOD to an Existing System - L3 required (includes initial inspection)	\$ 305	\$ 260	\$ 340	\$ 340	
Application/Site Evaluation for ADD/MOD to an Existing System (includes initial inspection)	\$ 382	\$ 325	\$ 340	\$ 340	
Application/Site Evaluation for COMMERCIAL System (includes initial inspection) ≥ 4001 gpd	\$ 580	\$ 493	\$ 340	\$ 493	
Application/Site Evaluation for COMMERCIAL System (includes initial inspection) ≤ 1000 gpd	\$ 382	\$ 325	\$ 340	\$ 340	
Application/Site Evaluation for COMMERCIAL System (includes initial inspection) 1001-2000 gpd	\$ 536	\$ 456	\$ 340	\$ 456	
Application/Site Evaluation for COMMERCIAL System (includes initial inspection) 2001 - 4000 gpd	\$ 558	\$ 475	\$ 340	\$ 475	
Application/Site Evaluation for NEW System - L3 required (includes initial inspection) ≥ 5 bedrooms	\$ 338	\$ 288	\$ 340	\$ 340	

Percentage of Actual Cost			85%	County: Macon-Bibb	
Fee Type	Actual Cost to Provide Service	85% (rounded to the nearest whole dollar)	Current Fee Charged by County	Suggested New Fee at 85% of actual cost or unchanged fee	
Application/Site Evaluation for NEW System - L3 required (includes initial inspection) ≤ 4 bedrooms	\$ 316	\$ 269	\$ 340	\$ 340	
Application/Site Evaluation for NEW System (includes initial inspection) ≥ 5 bedrooms	\$ 404	\$ 344	\$ 340	\$ 344	
Application/Site Evaluation for NEW System (includes initial inspection) ≤ 4 bedrooms	\$ 382	\$ 325	\$ 340	\$ 340	
Application/Site Evaluation for SECONDARY RESIDENTIAL System - L3 required (includes initial inspection)	\$ 191	\$ 163	\$ -	\$ 163	
Application/Site Evaluation for SECONDARY RESIDENTIAL System (includes initial inspection)	\$ 257	\$ 219	\$ -	\$ 219	
Application/Site Evaluation to REPAIR a COMMERCIAL System (includes initial inspection) ≥ 4001 gpd	\$ 615	\$ 523	\$ 200	\$ 523	
Application/Site Evaluation to REPAIR a COMMERCIAL System (includes initial inspection) ≤ 1000 gpd	\$ 418	\$ 355	\$ 200	\$ 355	

Percentage of Actual Cost			85%	County: Macon-Bibb	
Fee Type	Actual Cost to Provide Service	85% (rounded to the nearest whole dollar)	Current Fee Charged by County	Suggested New Fee at 85% of actual cost or unchanged fee	
Application/Site Evaluation to REPAIR a COMMERCIAL System (includes initial inspection) 1001-2000 gpd	\$ 571	\$ 486	\$ 200	\$ 486	
Application/Site Evaluation to REPAIR a COMMERCIAL System (includes initial inspection) 2001 - 4000 gpd	\$ 593	\$ 504	\$ 200	\$ 504	
Application/Site Evaluation to REPAIR a RESIDENTIAL System - L3 required (includes initial inspection) ≥ 5 bedrooms	\$ 374	\$ 318	\$ -	\$ 318	
Application/Site Evaluation to REPAIR a RESIDENTIAL System - L3 required (includes initial inspection) ≤ 4 bedrooms	\$ 352	\$ 299	\$ -	\$ 299	
Application/Site Evaluation to REPAIR a RESIDENTIAL System (includes initial inspection) ≥ 5 bedrooms	\$ 440	\$ 374	\$ 200	\$ 374	
Application/Site Evaluation to REPAIR a RESIDENTIAL System (includes initial inspection) ≤ 4 bedrooms	\$ 418	\$ 355	\$ 200	\$ 355	
Existing System Evaluation (for pool, mobile home relocation, loan closing, etc)	\$ 156	\$ 133	\$ 50	\$ 133	

Percentage of Actual Cost			85%	County: Macon-Bibb	
Fee Type	Actual Cost to Provide Service	85% (rounded to the nearest whole dollar)	Current Fee Charged by County	Suggested New Fee at 85% of actual cost or unchanged fee	
Installation REINSPECTION	\$ 130	\$ 110	\$ 50	\$ 110	
Plan Review/Evaluation - Base Fee for Subdivision, Mobile Home Park, RV Park	\$ 481	\$ 409	\$ -	\$ 409	
Plan Review/Evaluation - Fee per lot	\$ 21	\$ 18	\$ 60	\$ 60	
Reissue Septic Permit due to expiration or changes/Site Visit Required	\$ 215	\$ 183	\$ 170	\$ 183	
Reissue Septic Permit due to pending expiration/No site visit required	\$ 56	\$ 48	\$ 170	\$ 170	
Septage Pumper Annual Fee - each additional truck	\$ 86	\$ 73	\$ 150	\$ 150	
Septage Pumper Annual Fee (includes one truck inspection)	\$ 174	\$ 148	\$ 150	\$ 150	
Non-Public Water - Initial Testing (collection of W33b)	\$ 165	\$ 140	\$ -	\$ 140	
Non-Public Water - Annual Testing (3 bacteriological + collection of W33b)	\$ 365	\$ 310	\$ -	\$ 310	

Percentage of Actual Cost			85%	County: Macon-Bibb	
Fee Type	Actual Cost to Provide Service	85% (rounded to the nearest whole dollar)	Current Fee Charged by County	Suggested New Fee at 85% of actual cost or unchanged fee	
Site Evaluation for New Construction (includes 1 initial water sample) (*)	\$ 233	\$ 198	\$ 100	\$ 198	
Evaluation of Existing System (includes IN-HOUSE water sample)	\$ 159	\$ 135	\$ 50	\$ 135	
Evaluation of Existing System (includes CERTIFIED LAB water sample)	\$ 190	\$ 162	\$ -	\$ 162	
Re-evaluation of Existing System (includes IN-HOUSE water sample)	\$ 128	\$ 109	\$ 50	\$ 109	
Re-evaluation of Existing System (includes CERTIFIED LAB water sample)	\$ 159	\$ 135	\$ -	\$ 135	
Bacteriological Sample brought in by client	\$ 46	\$ 39	\$ 50	\$ 50	
		\$ -			
Annual Fee for Mobile Food Service Base and One Mobile Unit (revision of existing fee)	\$ 119	\$ 101	\$ 436	\$ 436	
Annual Fee for Additional Mobile Unit (revision of existing fee)			\$ 100	\$ 100	
Authorization for Out-of-County Mobile Food	\$ 44	\$ 37	\$ 75	\$ 75	

Percentage of Actual Cost			85%	County: Macon-Bibb	
Fee Type	Actual Cost to Provide Service	85% (rounded to the nearest whole dollar)	Current Fee Charged by County	Suggested New Fee at 85% of actual cost or unchanged fee	
* Travel estimation - 15 miles one-way, one round trip = 30 miles, two round trips = 60 miles, mileage x \$00.625	(*) Baldwin and Washington County do not provide this service	** Time to perform service taken from statewide DPH EH time study conducted in 2015 + 30 min for travel			



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOMPAN, INC., IN THE AMOUNT OF \$150,687.36, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT TATTNALL SQUARE PARK, TO BE PAID FROM THE CAPITAL IMPROVEMENTS FUND – RECREATION – MACHINERY – EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to purchase new playground equipment to be installed at Tattnall Square Park as part of upgrades funded by the Capital Improvements Fund; and

WHEREAS, Kompan, Inc. has the capacity and resources to provide the County with the playground equipment and installation services required for Tattnall Square Park, for a cost of \$150,687.36, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Kompan, Inc. has an active contract with OMNIA Partners - Public Sector Cooperative for the required equipment; and

WHEREAS, Macon-Bibb County Code of Ordinances §19-8 provides authority for the County “to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;” and

WHEREAS, because of the OMNIA Partner Public Sector Cooperative Contract, purchasing from Kompan, Inc. will provide Macon-Bibb County with discounted pricing and reduced processing time on the desired playground equipment; and

WHEREAS, Procurement recommends this vendor and concurs with this contract award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute an agreement with Kompan, Inc. in the amount of ONE HUNDRED FIFTY THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS AND 36/100 CENTS (\$150,687.36) for the purchase and installation of playground equipment at Tattnall Square Park, as provided in Exhibit A, to be paid from the Capital Improvements Fund – Recreation – Machinery – Equipment line item.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor 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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with KOMPAN, Inc. for Tattnall Playground Equipment
4-21-25.docx*

EXHIBIT A

Sales Proposal

Macon-Bibb Parks and Rec
Robert Walker
150 Willie Smokie Glover Drive
Macon, GA 31201

Quote No. SP148568-3
Customer No. 260301
Document Date 03/04/2025
Expiration Date 05/03/2025

Sales Representative Tyson Whitley
Email TysWhi@Kompan.com

Project Name US327452 Outdoor Play / Tattnall Square Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135				
<u>KSW924-CUSTOM</u>	CUSTOM - Swing - 2 Baby, 2 Basic In-ground 90cm 20346752	1 Pieces	6,140.00	25.00	4,605.00
					
<u>PCM310732-CUSTOM</u>	CUSTOM - Double Mega Deck 20348878	1 Pieces	112,290.00	32.00	76,357.20
					
<u>KSW924-CUSTOM</u>	CUSTOM - Swing - 1 ADA, 3 Basic In-ground 90cm 20346749	1 Pieces	7,940.00	25.00	5,955.00
					
FREIGHT	Freight	1 Pieces	10,945.90		10,945.90
INSTALL SPECIAL	Installation of Kompan Equipment <u>Sitework</u>	1 Pieces	33,758.33	5.00	32,070.41
US-DEMO	Demolition & disposal of existing equipment, includes disposal	1 Pieces	15,384.62	5.00	14,615.39
US-SITE WORK	Rake back & restore EWF around newly installed equipment	1 Pieces	6,461.54	5.00	6,138.46

**Sales Proposal**

Macon-Bibb Parks and Rec
Robert Walker
150 Willie Smokie Glover Drive
Macon, GA 31201

Quote No. SP148568-3
Customer No. 260301
Document Date 03/04/2025
Expiration Date 05/03/2025

Sales Representative Tyson Whitley
Email TysWhi@Kompan.com

Project Name US327452 Outdoor Play / Tattnall Square Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
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Notes

Please read attached General Assumptions and
Exclusion document for information on
Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.
No additional surfacing provided.
Please allow 11 to 13 weeks for product delivery
upon order placement.

Equipment is as per Tattnall Square Park Site Plan
version K1.0 - dated 02/21/25

Description	Qty	Retail Price	Discount	Net Price
No. of Products	3			
Subtotal - Products		126,370.00	39,452.80	86,917.20
Subtotal - Sitework		21,846.16	1,092.31	20,753.85
Subtotal - Installation		33,758.33	1,687.92	32,070.41
Subtotal - Freight		10,945.90		10,945.90
Total USD				150,687.36

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment, 50% Net 30 days



Sales Proposal

Macon-Bibb Parks and Rec
Robert Walker
150 Willie Smokie Glover Drive
Macon, GA 31201

Quote No.	SP148568-3
Customer No.	260301
Document Date	03/04/2025
Expiration Date	05/03/2025

Sales Representative	Tyson Whitley
Email	TysWhi@Kompan.com

Project Name US327452 Outdoor Play / Tattnall Square Park

Installation Site Address

Tattnall Square Park
1155 College Street
Macon, GA 31201

**Sales Proposal**

Macon-Bibb Parks and Rec
Robert Walker
150 Willie Smokie Glover Drive
Macon, GA 31201

Quote No. SP148568-3
Customer No. 260301
Document Date 03/04/2025
Expiration Date 05/03/2025

Sales Representative Tyson Whitley
Email TysWhi@Kompan.com

Project Name US327452 Outdoor Play / Tattnall Square Park

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

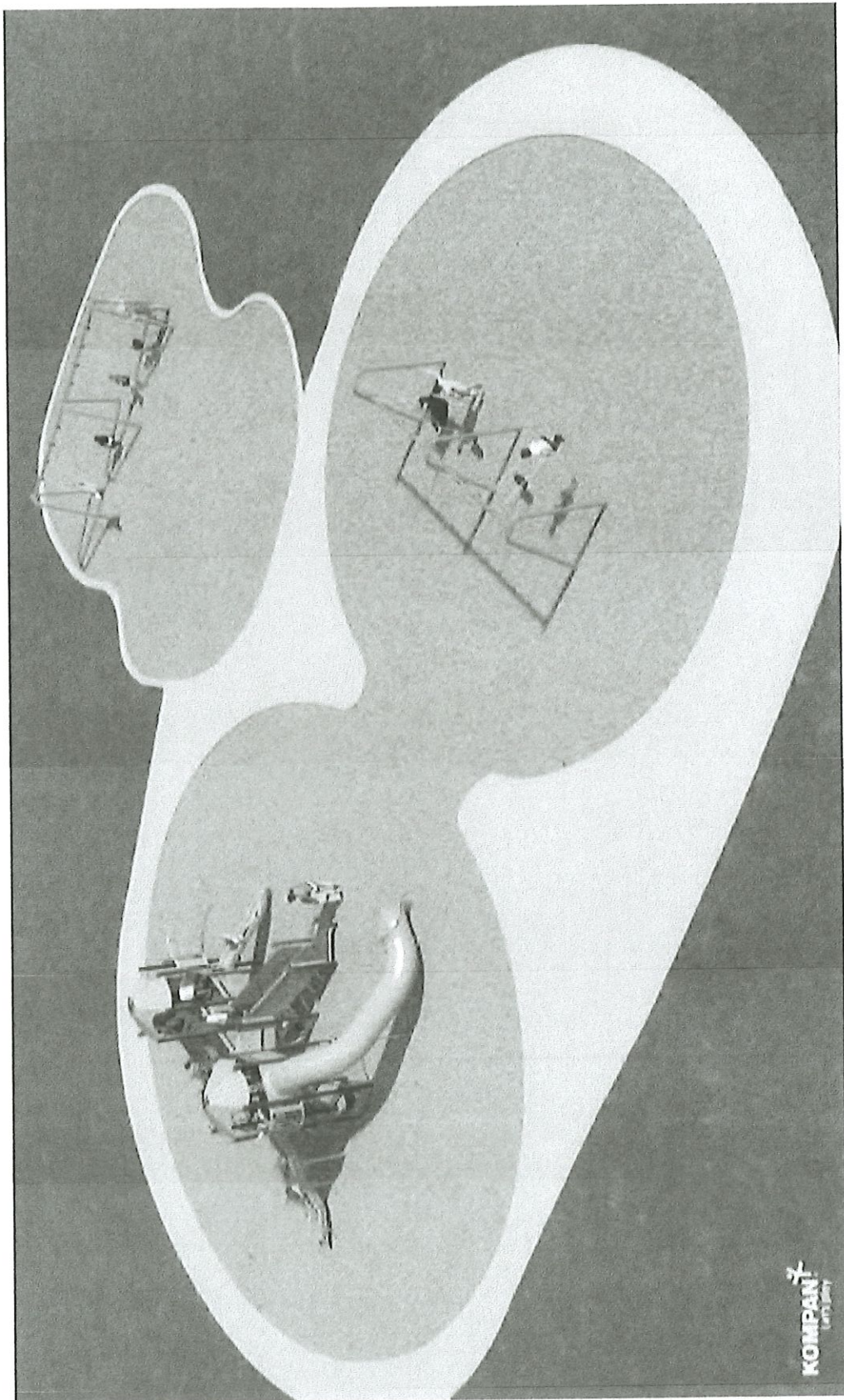
Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CDW G COMPUTER, IN THE AMOUNT OF \$40,000.00, FOR THE PROVISION OF PROFESSIONAL SERVICES CONSULTING, PAYABLE FROM THE GENERAL FUND – INFORMATION TECHNOLOGY – IT – WEB APPLICATIONS – PROFESSIONAL SERVICES – CONSULTING FEES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Information Technology (“I.T.”) Department requires the services of a Web Administrator to maintain day-to-day web development operations and website updates for all County departments and partners; and

WHEREAS, as the I.T. department staff are occupied with other ongoing critical projects, the Macon-Bibb County Commission finds it necessary to utilize an outside company to provide the services; and

WHEREAS, CDW G Computer is the holder of a Sourcewell contract with contract number 121923-CDWG, which allows for preferential pricing and decreased processing times; and

WHEREAS, CDW G Computer has prior experience with these projects and has agreed to perform the required services for a total cost of \$40,000.00; and

WHEREAS, the I.T. department agrees and approves of CDW G Computer to perform these services; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to approve the hiring of consultants without going through the competitive procurement process; and

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of CDW G Computer to perform the aforementioned services as detailed in the Statement of Work, attached hereto and incorporated herein by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a professional services agreement with CDW G Computer, in a total amount of \$40,000.00, for the provision of professional services consulting in the nature of web administration, as provided in Exhibit A, to be paid from the General Fund – Information Technology – IT – Web Applications – Professional Services – Consulting Fees line item.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Professional Services Agreement with CDW G Computer for Professional Services Consulting - \$40,000.00 - 4-29-25.docx

EXHIBIT A



STATEMENT OF WORK

Project Name:	DV TS Macon Bibb Web Administrator Staff Aug	Seller Representative:
Customer Name:	MACON BIBB COUNTY	Dan Gallagher
CDW Affiliate:	CDW Government LLC	+1 (847) 9689724 dangal@cdwg.com
Date:	March 26, 2025	Digital Velocity BDM:
Drafted By	Chris Garman	Trevor Howard

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and MACON BIBB COUNTY ("Customer," and "Client,").

This SOW shall be governed by Seller's "SOW Services," accessed via the "Terms & Conditions" link at <http://www.cdwg.com> (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE:

Seller will provide Customer with one (1) Web Administrator for a staff augmentation engagement, to perform under the technical direction of Customer.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.

- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$40,000.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 320 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Web Administrator – Per Hour	\$125.00	320	\$40,000.00
Estimated Totals		320	\$40,000.00

CONTRACT-TO-HIRE

If at any time Customer wishes to hire the Web Administrator who has not provided a minimum of one thousand forty (1,040) hours continuous service at Customer, and Seller has accepted Customer's request; Customer will pay Seller an amount equal to a percentage of the Web Administrator's first year salary or annualized hourly compensation with Customer. The fee will be based on the scale below:

CATEGORY	0-520 Hours of Contract Engagement	521-1040 Hours of Contract Engagement	1041+ Hours of Contract Engagement
	20% of Web Administrator's proposed annual salary or annualized hourly compensation during 1st year of employ by Customer.	15% of Web Administrator's proposed annual salary or annualized hourly compensation during 1st year of employ by Customer.	No fee

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations")

Location	Address
Macon Bibb Government	200 Cherry Street, Suite 401, Macon, GA 31201

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government, LLC

By: _____

Name: _____

Title: _____

Date: _____

MACON BIBB COUNTY

By: _____

Name: _____

Title: _____

Date: _____



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO SOUTHERN COMPUTER WAREHOUSE, IN THE AMOUNT OF \$245,366.27, FOR THE PURCHASE AND INSTALLATION OF VERKADA SECURITY CAMERAS AT FRANKIE E. LEWIS AND CLIFFVIEW PARKS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in February, 2023, in R-23-0053, the Macon-Bibb County Commission authorized the purchase of Verkada Camera Systems to promote public safety in Carolyn Crayton Park, along the Riverwalk, and throughout downtown Macon; and

WHEREAS, these cameras have been invaluable to law enforcement in preventing and investigating criminal behavior; and

WHEREAS, to ensure the safety of visitors and staff at Frankie E. Lewis and Cliffview Parks, the Macon-Bibb County Commission desires to purchase additional Verkada camera systems for installation at these recreation facilities; and

WHEREAS, Southern Computer Warehouse holds State of Georgia cooperative purchasing agreement #9999-SPD-0000172-014 for the sale and installation of video surveillance systems; and

WHEREAS, the use of cooperative purchasing agreement is authorized under Macon-Bibb County Code of Ordinance Sec. 19-8, and allows for favorable, pre-negotiated pricing and faster processing times on purchases for government entities; 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 same that the Mayor is authorized to direct the issuance of a purchase order, in the amount of TWO HUNDRED FORTY-FIVE THOUSAND, THREE HUNDRED SIXTY-SIX DOLLARS AND TWENTY-SEVEN CENTS (\$245,366.27), for the purchase and installation of Verkada camera systems at Frankie E. Lewis and Cliffview Parks, under State of Georgia cooperative purchasing agreement #99999-SPD-0000172-014, 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 that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated

an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Camers Systems at Frankie Lewis and Cliffview Parks - \$245,366.27 -5-5-25.docx

EXHIBIT A

**Southern Computer Warehouse**

1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)**Date**

Jan 22, 2025 06:13 PM EST

Modified Date

Jan 22, 2025 06:15 PM EST

Quote #

1854353 - rev 1 of 1

Description

Verkada Installation - Frankie Lewis Park

SalesRep

Shrader, Jamison
(P) 770-579-8927
(F) 770-579-8937

Customer Contact

Walker, Robert
rwalker2@maconbibb.us

Customer

Bibb County GA BCC (A12564)
Walker, Robert
688 Walnut Street
Suite 101
Macon, GA 31201
United States

Bill To

Bibb County GA BCC
Payable, Accounts
PO Box 247
Finance
Macon, GA 31202
United States

Ship To

Macon-Bibb County
PO#, REF
200 Cherry St
Ste 401
Macon, GA 31206
United States

Customer PO:**Terms:**

Undefined

Ship Via:

GROUND

Special Instructions:**Carrier Account #:**

#	Description	Part #	Tax Qty	Unit Price	Total
1	Verkada - CB62-E Outdoor Bullet Camera, 512GB, 30 Days Max	CB62-512E-HW	Yes 2	\$1,349.25	\$2,698.50
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
2	Verkada - CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	CB62-512TE-HW	Yes 2	\$1,424.25	\$2,848.50
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
3	Verkada - CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	CF83-512E-HW	Yes 3	\$1,349.25	\$4,047.75
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
4	Verkada - CP63 Outdoor PTZ Camera, 4K, 1TB of Storage, Maximum	CP63-1TBE-HW	Yes 1	\$3,524.25	\$3,524.25
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
5	Verkada - Square Junction Box Mount	ACC-MNT-SJBOX-1	Yes 4	\$66.75	\$267.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
6	Verkada - Pole Mount	ACC-MNT-POLE-1	Yes 8	\$156.75	\$1,254.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
7	Verkada - Angle Mount, 30 deg	ACC-MNT-ANGLE-1	Yes 3	\$111.75	\$335.25
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					
8	Verkada - Large Arm Mount (PTZ)	ACC-MNT-XLARM-1	Yes 1	\$119.25	\$119.25
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv					

9 Verkada - Outdoor 90W PoE++ (802.3bt-2018) Injector, GigE, NA Type B

ACC-POE-90W- Yes 1 \$224.25 \$224.25
E-NA

Contract

GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv

10 Verkada - 10-Year Camera License

LIC-CAM-10Y Yes 8 \$1,349.25 \$10,794.00

Contract

GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv

11 SCW Custom - LBF Consulting Services

LBF111924 Yes 1 \$0.00 \$0.00

Contract

Open Market - Open Market

12 SCW Custom - Professional Services This includes training, installation, project management, design, and permits. PROSERVICES Yes 1 \$63,685.01 \$63,685.01
Networking, Programming, and Consulting

Note: Includes:

Building Bridge XG

Switch Lite 8 PoE

NEMA Enclosure with Cooling Fan and 120 VAC Outlets

Solar Panel and Pole Mount Kit

Misc Parts Material 25

Professional Services 7

Contract

GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv

13 SCW Custom - 5 Year Cell Plan

5YRCELL Yes 4 \$6,053.25 \$24,213.00

Contract

GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv

Subtotal: \$114,010.76
Tax (.0000%): \$0.00
Shipping: \$3,785.00
Total: \$117,795.76

Notes

A 50% Deposit is required to start work

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

Disclaimer

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.



**Southern Computer Warehouse**

1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)**Date**

Jan 22, 2025 05:04 PM EST

Modified Date

Jan 22, 2025 05:54 PM EST

Quote #

1854347 - rev 1 of 1

Description

Verkada Installation - Cliff View Park

SalesRep

Shrader, Jamison

(P) 770-579-8927

(F) 770-579-8937

Customer Contact

Walker, Robert

rwalker2@maconbibb.us

Customer

Bibb County GABCC (A12564)
Walker, Robert
688 Walnut Street
Suite 101
Macon, GA 31201
United States

Bill To

Bibb County GABCC
Payable, Accounts
PO Box 247
Finance
Macon, GA 31202
United States

Ship To

Macon-Bibb County
PO#, REF
200 Cherry St
Ste 401
Macon, GA 31206
United States

Customer PO:**Terms:**

Undefined

Ship Via:

GROUND

Special Instructions:**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Verkada - CB62-E Outdoor Bullet Camera, 512GB, 30 Days Max	CB62-512E-HW	Yes	1	\$1,349.25	\$1,349.25
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
2	Verkada - CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	CB62-512TE-HW	Yes	3	\$1,424.25	\$4,272.75
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
3	Verkada - 10-Year Camera License	LIC-CAM-10Y	Yes	8	\$1,349.25	\$10,794.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
4	Verkada - Square Junction Box Mount	ACC-MNT-SJBOX-1	Yes	4	\$66.75	\$267.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
5	Verkada - Pole Mount	ACC-MNT-POLE-1	Yes	8	\$156.75	\$1,254.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
6	Verkada - CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	CF83-512E-HW	Yes	4	\$1,349.25	\$5,397.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
7	Verkada - Angle Mount, 30 deg	ACC-MNT-ANGLE-1	Yes	4	\$111.75	\$447.00
Contract GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv						
8	SCW Custom - LBF Consulting Services	LBF111924	Yes	1	\$0.00	\$0.00

Contract

Open Market - Open Market

9 SCW Custom - Professional Services This includes training, installation, project management, design, and permits. PROSERVICES Yes 1 \$63,685.01 \$63,685.01
Networking, Programming, and Consulting

Note: Includes:

Building Bridge XG

Switch Lite 8 PoE

NEMA Enclosure with Cooling Fan and 120 VAC Outlets

Solar Panel and Pole Mount Kit

Misc Parts Material 25

Professional Services 7

Contract

GADOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv

10 SCW Custom - 5 Year Cell Plan

5YRCELL

Yes 6 \$6,053.25 \$36,319.50

Contract

GADOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Serv

Subtotal:	\$123,785.51
Tax (.0000%):	\$0.00
Shipping:	\$3,785.00
Total:	\$127,570.51

Notes

A 50% Deposit is required to start work

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

Disclaimer

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH 1 ACCORD TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF TWO GATEWAY FIREWALL SYSTEM UPGRADES FOR ESSENTIAL INTERNET SECURITY CONTROLS, IN THE AMOUNT OF \$168,415.44, TO BE PAID FROM THE I.T. – SECURITY & INFRASTRUCTURE – REPAIRS & MAINTENANCE – COMPUTER HARDWARE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the current gateway firewalls for Macon-Bibb County have reached their respective end of sale and end of life, and will soon reach their last day of support; and

WHEREAS, once these assets reach their last day of support, the I.T. Department will be unable to gain technical support, replacement parts, software updates, and security patches; and

WHEREAS, the gateway firewalls provide essential security controls for all ingress and egress of Internet network traffic for Macon-Bibb County; and

WHEREAS, the I.T. Department has determined that the two Cisco gateway firewall upgrades will provide necessary internet security and stability for Macon-Bibb County; and

WHEREAS, 1 Accord Technologies is a licensed retailer of the necessary hardware and software for the Cisco gateway firewalls upgrades, under Georgia Statewide Contract # 99999-SPD-SPD0000219-0002, for networking equipment and IT infrastructure products; and

WHEREAS, utilization of cooperative purchasing is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8, and provides reduced pricing and shorter processing times; and

WHEREAS, Procurement concurs with this contract award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with 1 Accord Technologies for the purchase and implementation of two Cisco gateway firewall upgrades, in the amount of ONE HUNDRED SIXTY-EIGHT THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS AND FOURTY-FOUR CENTS (\$168,415.44), to be paid from the I.T. Department budget, I.T. – Security & Infrastructure – Repairs & Maintenance – Computer Hardware line item, and with such agreement in a form to be approved of by the County Attorney.

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

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

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

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

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

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement With1 Accord Technologies For Cisco Upgrades At I.T.
- \$168,415.44 -IT Budget - 5-15-2025.Docx*



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO TRANSFER 4.00 ACRES OF REAL PROPERTY, MORE OR LESS, LOCATED AT 151 MADISON STREET TO THE MACON HOUSING AUTHORITY FOR A SALE PRICE OF \$500,000.00; AND OTHER LAWFUL PURPOSES.

WHEREAS, on or about January 16, 2024, in Resolution No. R-23-0003 (R-24-0003), the Macon-Bibb County Commission authorized the purchase of 151 Madison Street, the former charter school location in Macon’s Pleasant Hill neighborhood; and

WHEREAS, to combat the lack of affordable and workforce housing, Macon-Bibb County desires to partner with the Macon Housing Authority to build a mixed-use development with affordable housing and commercial spaces, at the site of the former school; and

WHEREAS, in addition, Macon-Bibb County will be maintaining the gymnasium and auditorium at the site for use as community spaces for members of the Pleasant Hill community and Macon as a whole; and

WHEREAS, to accomplish these goals, the Macon-Bibb County Commission finds it necessary to transfer a portion of the real property located at 151 Madison Street, as more readily shown on the attached Exhibit A, incorporated here for informational purposes, to the Macon Housing Authority for the construction of the mixed-use affordable housing development portion of the project; and

WHEREAS, the Macon-Bibb County Commission and Macon Housing Authority have negotiated a sale price of \$500,000.00, to be paid from Macon Housing Authority to Macon-Bibb County; 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 a limited warranty deed, in a form to be approved of by the County Attorney, in favor of the Macon Housing Authority, transferring 4.00 acres, more or less for a sale price of \$500,000.00, to be paid into the general fund.

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.

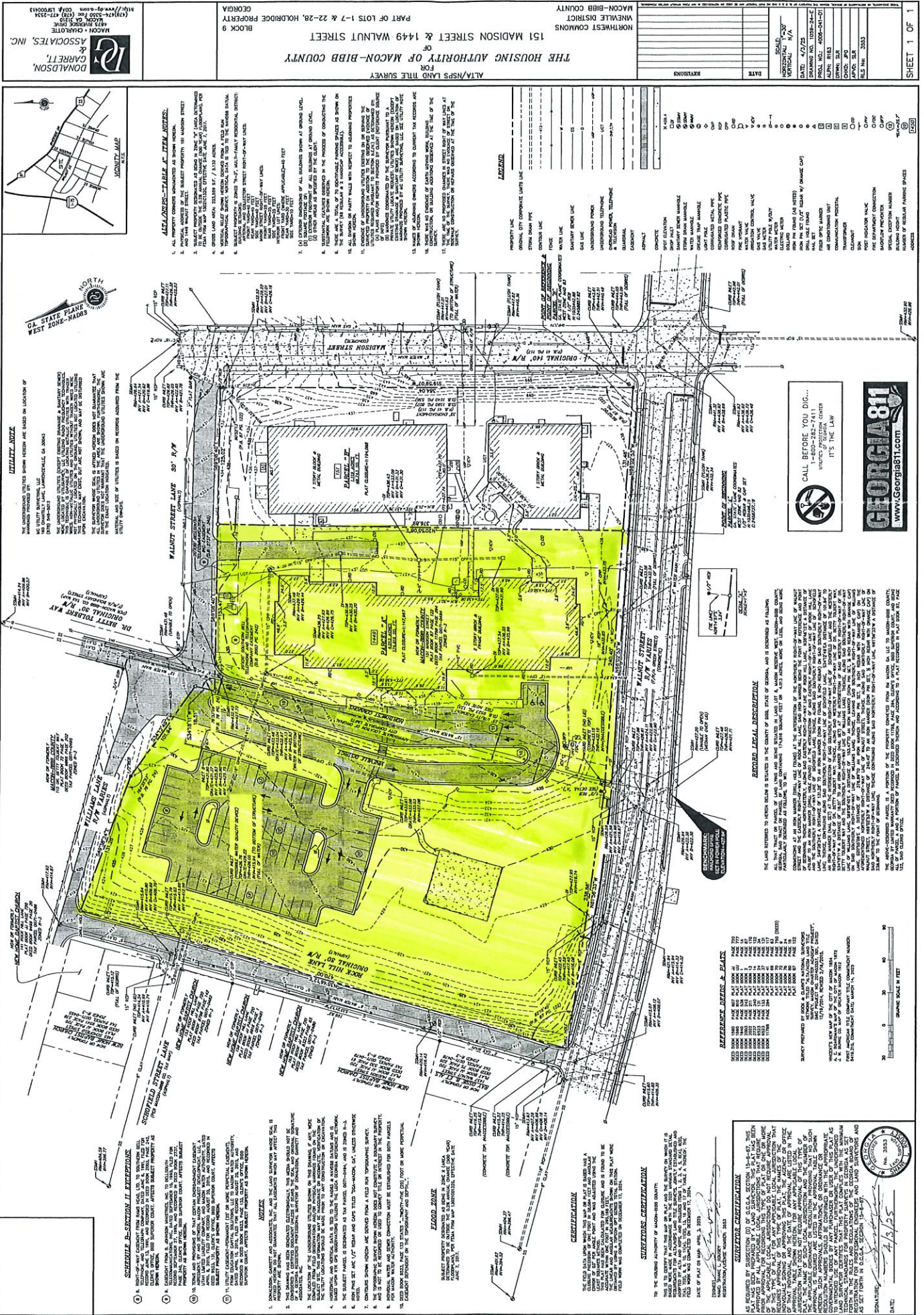
APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Transfer portion of 151 Madison to MHA - \$500,000.00 - 5-8-25.docx

EXHIBIT A





LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE FIRE DEPARTMENT BUDGET, FROM THE SMALL EQUIPMENT AND IMPROVEMENTS – GENERAL LINE ITEM TO THE REPAIRS AND MAINTENANCE – VEHICLES – OUTSIDE CONTRACTS LINE ITEM, IN THE AMOUNT OF \$40,000.00 FOR THE PURPOSE OF FUNDING BUDGET OVERAGES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 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 Fire Department has requested the transfer of \$40,000.00 from the Small Equipment and Improvements – General line item to the Repairs and Maintenance – Vehicles – Outside Contracts line item to provide additional funding to cover budget overages; and

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

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

Section 1

The Macon-Bibb County Commission hereby approves a budget transfer within the Fire Department Budget, of \$40,000.00 from the Small Equipment and Improvements – General line item to the Repairs and Maintenance – Vehicles – Outside Contracts line item to provide additional

funding to cover budget overages, as provided in the Budget Amendment form attached hereto and incorporated herein as Exhibit A.

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, Finance Director, 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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2025 Miller Transfer Of \$40,000 Within Fire
Department 5-8-25.Docx*

EXHIBIT A



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM LOCAL VICTIM ASSISTANCE PROGRAM FUNDS TO THE DISTRICT ATTORNEY’S OFFICE BUDGET – CONTINGENCIES LINE ITEM, IN THE AMOUNT OF \$25,000.00, FOR THE PROVISION OF VICTIM ASSISTANCE SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 15-21-131 provides that an additional penalty of five percent shall be added to all criminal fines imposed in Georgia, with the funds received from said penalty within each County, (“5% Funds”) to be paid to the County for the purpose of funding local victim assistance programs; and

WHEREAS, the District Attorney has requested an additional \$25,000.00 from the 5% Funds to fund the victim assistance programming in her Office for Fiscal Year 2025; and

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

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

Section 1

The Macon-Bibb County Commission hereby approves a supplemental appropriation from 5% Funds to the District Attorney’s Office Budget – Contingencies line item, in the amount of \$25,000.00, as shown in Exhibit A, attached hereto and incorporated by reference, for the purpose of providing victim advocacy services.

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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2025 Miller Supplemental Of \$25,000 To District Attorney From 5 Percent Funds 5-8-25.Docx

EXHIBIT A



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION OF MACON-BIBB COUNTY, GEORGIA WITH RESPECT TO THE ELECTION ON MARCH 18, 2025 HELD TO DETERMINE THE CONTINUATION OF THE SPECIAL PURPOSE LOCAL OPTION ONE PERCENT SALES AND USE TAX CURRENTLY IN EFFECT IN MACON-BIBB COUNTY AND THE ISSUANCE OR NON-ISSUANCE IN AN AMOUNT NOT TO EXCEED \$100,000,000 OF GENERAL OBLIGATION DEBT OF MACON- BIBB COUNTY, GEORGIA; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, pursuant to a referendum resolution (the “Referendum Resolution”) of the Macon-Bibb County Commission (the “Macon-Bibb County Commission”) adopted on December 16, 2024 (R-24-0182 A), a special election was called and held on March 18, 2025 in all of the election districts of Macon-Bibb County, Georgia to determine the approval of the continuation of the special purpose local option one percent (1%) sales and use tax in Macon-Bibb County (the “SPLOST”) and the issuance or non-issuance of \$100,000,000 of general obligation debt (the “Debt”) by Macon-Bibb County, Georgia (the “County”); and

WHEREAS, the Board of Elections and Registrations of Macon-Bibb County, as Election Supervisor (the “Board of Elections”), has certified the results of said election to the Georgia Secretary of State and to the County, and a copy of said certification is attached hereto and marked Exhibit A (the “Certified Election Results”); and

WHEREAS, five days have lapsed since the Certified Election Results were delivered by the Board of Elections to the Georgia Secretary of State and no petition for a recount or recanvas has been filed and therefore, said returns are certified as being true and correct as follows:

Total Number of Votes Cast:	<u>6,300</u>
Total Number of Spoiled Ballots:	<u>0</u>
Total number of votes cast FOR continuation of the SPLOST and the issuance of \$100,000,000 of general obligation debt:	<u>5,236</u>
Total number of votes cast AGAINST continuation of the SPLOST and the issuance of \$100,000,000 of general obligation debt:	<u>1,064</u>

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by authority of the same, that said election resulted in favor of the approval of the continuation of the SPLOST and the issuance of the Debt, by an affirmative vote of a majority of the qualified voters of the County voting at said election held for said purpose, and that the SPLOST and the issuance of the Debt have been authorized as provided by law.

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that the Certified Election Results attached hereto and marked Exhibit A are incorporated herein and made a part hereof.

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that there be given to the District Attorney of the Macon Judicial Circuit personal notice in writing that said election was held and that the result of the election was in favor of the SPLOST and issuance of the Debt, and requesting her to take proper proceedings for the validation of the Debt in the Superior Court of Macon-Bibb County all as required by law.

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that the Macon-Bibb County Commission, for and on behalf of the County, officially declares its intent to issue the Debt for the purposes described in the Referendum Resolution. This declaration is intended to comply with the “declaration of official intent” provisions of Section 1.150-2 of the

Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended.

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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Debt Issuance and Affirming SPLOST Vote 4-10-25.docx

EXHIBIT A



CERTIFICATION OF RETURNS

Special Election

March 18, 2025

COUNTY OF BIBB
STATE OF GEORGIA

Upon certification:

We, the undersigned Board of Elections/Registrars, Superintendent/Supervisor of Elections and designees, do jointly and severally certify that the attached Election Results Summary is a true and correct count of the votes cast in this County for the candidates in the Special Election.

[Signature]
For Ellynn
Karen Evans

[Signature]
[Signature]

In TESTIMONY WHEREOF, we have hereunto set our hand, in ink, and official seal this 24th day of March, 2025.

Attest:
[Signature]
Superintendent/Supervisor of Elections

Seal

ATTACH EMS ELECTION SUMMARY/STATEMENT OF VOTES CAST

Attach copies to this consolidated certification and summary report and provide as follows:

1. Original: Secretary of State
2. Copy: Posted at the Elections Office
3. Copy: File in the permanent record in the Superintendent's Office
4. Copy: Clerk of Superior Court (Sealed) Pursuant to O.C.G.A § 21-2-500

Pursuant to O.C.G.A § 21-2-497

The formatting of this document may not be altered in any way

This form Pursuant to O.C.G.A § 21-2-493.

G:\2022 Elections\Forms\Certification of Returns\Certification of Returns 2022 - General.docx

Form# CERT_RTNS_GEN-22

Election Summary Report

General Election

Bibb

March 18, 2025

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups
Official and Complete

Precincts Reported: 31 of 31 (100.00%)

Registered Voters: 6,314 of 0 (N/A)

Ballots Cast: 6,314

SPLOST (Vote for 1)

Precincts Reported: 31 of 31 (100.00%)

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Times Cast	3,538	2,606	166	4	6,314 / 0	N/A

Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Yes		2,883	2,217	133	3	5,236	
No		649	381	33	1	1,064	
Total Votes		3,532	2,598	166	4	6,300	

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	0	0	0	0	0	

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 _____, 2025, 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. T. 50, Ch. 14.

Dated _____, 2025.

(SEAL)

JANICE S. ROSS, Clerk of the Commission