



Macon-Bibb County Commission Special Called Meeting

August 26, 2025 | 9:00 AM

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. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Jami Gaudet To Serve As A Member Of The Retirement Committee For The Macon Pensions And Retirement Systems, Division A Plan; (Sponsored by: Lester M. Miller, Mayor)

3. New Alcohol Beverage Licenses

- a. Reconsideration of Alcohol License Application for Daanish 2353, LLC dba USA Grocery 3 at 2353 Ingleside Ave to the agenda. They were recommended for denial as a “vice mart.” However, they’ve obtained the fresh food required for them to be considered a “food mart” and have maintained that food for multiple inspections. *Legal now recommends approval.* (Sponsored by: Lester M. Miller, Mayor)

4. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept The Fiscal Year 2025 Local Road Assistance Administration (“Lra Funds”) In The Amount Of \$2,926,055.13, With No Local Match (Sponsored by: Lester M. Miller, Mayor)

5. Agreements

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, LLC, For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,985,581.70, To Be Paid From 2024 LRA/LMIG Supplemental Grant Funds; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Month-To-Month Parking License Agreement With Coliseum Medical Center, LLC, For The Use Of 425 Parking Spaces Located At 200 Coliseum Drive, At A Rental Rate Of \$8,101.80 Per Month (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Independent Contractor Agreement With Turner Construction Management, LLC For Renovations To The Grand Opera House In The Amount Of \$641,100.00, To Be Paid From The Splost 2018 Fund – Culture & Recreation – Grand Opera House - Property Line Item; (Sponsored by: Lester M. Miller, Mayor)

6. Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order For Computers And Hardware Equipment From Dell Marketing, Lp In The Amount Of \$104,400.00, Payable From The I.T. Department Budget, Repairs & Maintenance – Computer Hardware Line Item (Sponsored by: Lester M. Miller, Mayor)

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$200,000.00 From 2018 SPLOST Proceeds To Fund Upgrades At Frank Johnson Recreation Center; (Sponsored by: Lester M. Miller, Mayor)

8. 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);



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 APPOINTING JAMI GAUDET TO SERVE AS A MEMBER OF THE RETIREMENT COMMITTEE FOR THE MACON PENSIONS AND RETIREMENT SYSTEMS, DIVISION A PLAN; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, Jami Gaudet has been recommended for appointment by Mayor Lester Miller to serve as the retired participant in the plan; and

WHEREAS, Harold Wilson previously served as the retired participant of the plan until he respectfully resigned December 5, 2023; and

WHEREAS, Jami Gaudet has expressed her interest and willingness to serve on the Committee, meets all requirements necessary for appointment and submitted her resume and Certificate of Good Standing, attached hereto as Exhibit A for reference and review; 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, Jami Gaudet is hereby appointed to serve in Post 6 as a member of the retirement committee for the Macon-Bibb County Pensions and Retirement System, Division A Plan, for a term of four (4) years, with said term to begin effective date of this Resolution.

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

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

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

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

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

appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Appointing Jami Gaudet To Division A Pension Board - 8-21-25.Docx

EXHIBIT A

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Jami Gaudet, Public Information Officer
 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.

Jami Gaudet jami.gaudet
 Print and Sign Name

Sworn to and subscribed before me this
19 day of August, 2025.

Sheila F. Griggs
 Notary Public

My commission expires: 8/20/2025



Jami Gaudet

• jamig@mta-mac.com/jamigwrites@gmail.com

Public Information Officer (PIO), Macon-Bibb County Transit Authority (MTA), Macon, GA

Sept. 2019 - present

- 2017 mayoral appointee to MTA board. Tapped as first PIO by CEO in 2019.
- First PIO for Macon's 105-person public transit authority. Report directly to CEO.
- Run all communications to keep media, public, & staff informed of transit operations, initiatives, & activities.
- Prepare briefings, letters, policy documents, and PowerPoint presentations for CEO, administrative staff, and authority.
- Maintain social media content.
- Created MTA MEMO, internal newsletter for staff.
- Manage projects and prepare marketing materials for Terminal Station, "crown jewel of downtown Macon," a popular wedding, film, & TV venue.
- Spearheaded redesign of Terminal Station campus with landscape architect.
- Created naming campaign for all new MTA buses (GA's first electric buses on public roadways: Melody, Sparky, & Bolt). Also, Alfred, named for iconic Terminal Station architect.
- Led secret 17-month Macon Music Masters project for "Melody," MTA's electric bus honoring 20 Macon music greats.
- Lead MTA's participation in community outreach & partnerships: Earth Day; Open Streets Macon; Bibb schools: Principal for a Day & Career Day; United Way's Read for the Record.
- Wrote MTA's COVID manual; managed walk-up/drive-thru public COVID testing drives at Terminal Station; kept staff, media, & public current on MTA policies & procedures.
- MTA United Way campaign chair, 2021-2025.
- June 2021: Awarded \$14,500 Downtown Challenge 2.0 Grant to complete Transfer Station mural wall. Managed art selection committee (5 transit staff & 2 local Arts Alliance members) to select *Spirit of Macon I* mural.
- June 2022: Awarded \$10,000 Linda Harriet Lane Fund grant for *Spirit of Macon II* mural across the Poplar Street Tunnel, transforming intersection of Fifth & Poplar, adjacent to MTA Transfer Station.
- Nov. 2022: Awarded \$17,000 Downtown Challenge 2.0 Grant, *Transporting Art: Enhancing MTA's Downtown Bus Shelters*.
- 2022 MTA Awards: Macon Arts Alliance Cultural Award for Spirit of Macon murals and Melody; 1st Georgia Transit Association Innovation Award recipient; Bike Walk Macon Government Award for electric buses.
- Feb. 2023: APTA (American Public Transit Assn.) Marketing & Communications Workshop speaker, Las Vegas, NV.
- Nov. 2023: GTA (GA Transit Assn.) conference speaker - *Enhancing Your Authority's Profile - That's the Ticket!*, Athens, GA.
- May 2024: Awarded \$4,000 Linda Harriet Lane Fund grant for *Maintaining Macon's Transfer Station Murals*.
- Feb. 2024: APTA moderator & panelist, Marketing & Communications Workshop, New Orleans, LA.
- Nov. 2024: GTA conference speaker: *Books on a Bus - That's the Ticket for Transit & Kiddos!*
- Speaker: local Rotary clubs, Kiwanis Club, other civic and business groups.
- APTA Feb. 2025: panel moderator, Long Beach, CA, 2025.
- June 2025: Awarded AARP national grant for *Spirit of Macon Park* - 383 projects chosen of 3,450 submissions.
- July 2025: Awarded two *On The Table* grants from Community Foundation of Central GA: *Passes for People & Imagining a Wellness Component for a Downtown Park*.
- Summer 2025: Speaker: Visit Macon Movie Tour: Terminal Station, GA National Council of Negro Women.

Program Manager, Golden Eagle Awards, The Telegraph/McClatchy, Macon, GA

Dec. 2017 - May 2019

- Singularly ran iconic annual scholarship awards program honoring top high school seniors in 8 Middle Georgia counties.
- Accomplished two-year program overhaul: created online application process; doubled number of judges; restructured and coordinated judging for 200 nominees from 26 high schools regionwide; redesigned/directed/scripted awards ceremony attended by 800; wrote all editorial content for Golden Eagle tab published in *The Telegraph*.

Program Manager, Education Together, The Telegraph/McClatchy, Macon, GA

Dec. 2015 - Dec. 2018

- Launched/developed needs-based college scholarship program for high school seniors in Middle Georgia.
- Fundraised with publisher to secure corporate/non-profit/collegiate partners to underwrite scholarships.
- Awarded \$549,000 in three years to 53 scholars, and 14 teachers for professional excellence.
- Conducted board meetings and created/executed all events. Assisted scholars with resumes and job/internship placements.
- Created all content for annual tabs and marketing materials, including daily front page ad series for *The Telegraph*, print/online.
- Served on scholar selection committee with Community Foundation of Central Georgia staff.

Editor/Writer, CUFFED, Macon Regional Crimestoppers, Macon, GA

April 2012 - July 2017

- Created all content for monthly public safety magazine published in Sunday *Telegraph*; readership 130,000 in 27 Georgia counties.
- Conducted interviews with local/state/national law enforcement leaders in 8 counties; covered regional law enforcement events.

Manager/Public Relations Specialist, MaconBibbTV, Macon-Bibb County, GA Jan. 2014 - Dec. 2015

- Launched/managed new consolidated government's multimedia news team.
- Scripted/produced/hosted videos documenting new government's work, departments, community events and activities for broadcast on government news channel and website.
- Launched/anchored/produced original news program, *The Pulse*, for government news channel and website.

Public Information Officer (PIO), Macon Police Department, Macon, GA April 2010 - Dec. 2013

- First civilian spokesperson for 400-person law enforcement agency in department's 150-year history.
- Ran external, internal and crisis communications. Served on command staff and reported directly to chief of police.
- Restructured/conducted press conferences; pitched positive stories to local media and liaised with local/national media outlets, including *The New York Times*, *Washington Post*, *Fox News* and *Associated Press*.
- Created/maintained social media website and presence. Expanded and increased frequency of internal newsletter.
- Prepared speeches, briefings and PowerPoint presentations for chief of police and command staff.
- Created report writing class for recruits; team taught class with Central Records Lieutenant.
- Worked extensively on community outreach with Support Services division, Neighborhood Watch, and Crimestoppers.
- Created/directed *Family Fun Fest*, free large-scale downtown event to build relationships between police and citizens/children. Attendance of 1,000 in 2012 and 2,000 in 2013. Created videos of both events for government news channel and website.
- Spearheaded relocation of Bike Patrol office to downtown hub resulting in greater police presence, faster officer response times, and attractive storefront filled with original art from Macon Arts Alliance.
- Speaker: International Chiefs of Police Conference (IACP) in Chicago: *Creative Initiatives in Law Enforcement*.

Lobbyist, Georgia Municipal Association (GMA), Atlanta, GA Jan. 2009 - April 2009

- Team member representing interests of 512 municipal governments in Georgia at state capitol during legislative session.
- Built relationships with legislators, community and corporate leaders on issues debated.
- Freelance contractor: created videos for state conventions & conferences (script writer/talent/producer/voiceovers), 2009 - 2013.

News Anchor/General Assignment Reporter, ABC Macon/MIX 100.9 FM, Macon, GA Aug. 2007 - Nov. 2008

- Wrote/anchored morning newscasts on television and radio, including *Good Morning America* cut ins.
- Conducted high profile interviews and reported political, government, and human-interest stories for evening newscasts.

Host/News Anchor, U.S. Broadcasting/Cumulus Media, Macon, GA Aug. 2000 - July 2007

- Co-hosted *Kenny B. & Jami G.*, top morning drive time radio program reaching 22% of Georgia and beyond on *NewsTalk 940* WMAC - 50,000-watt AM station. Built out three hours of content daily, interviewing local/state/national newsmakers.
- Hosted weekly public affairs program, *Sunday Magazine*, covering local issues airing on seven Cumulus Media stations.
- Anchored morning/breaking news coverage on *NewsTalk 940* WMAC and *Lite Rock Z93.7* - 100,000-watt FM station.

Director of Public Relations, Georgia Music Hall of Fame/State of Georgia, Macon, GA July 1996 - Nov. 1999

- Launched \$8-million, 44,000 square-foot state music museum.
- Collaborated with national/international media, state officials, and musical artists/handlers to promote/grow museum.
- Created/executed high-profile, large-scale events/fundraisers, including grand opening and \$1-million children's wing gala.
- Generated strategic partnerships and promotional materials; handled media buys.

Writer, Producer, Talent, Television Production Group, Macon, GA Aug. 1994 - March 1996

- Created videos/commercials/PSAs, and media campaigns for corporate and non-profit clients.

FREELANCE

Writer, Macon Magazine, Macon, GA 2018 - present
Write long-format features & conduct high profile Q & A's with prominent citizens & politicians.

Enrichment Speaker, Starboard Speakers & Sixth Star Entertainment, Ft. Lauderdale, FL 2009 - present
Created/present presentation series, *Behind the Crime Scene Tape & Headlines* for Oceania, Celebrity, Princess, & Royal Caribbean cruise lines in Asia, Europe, North & Central America & Caribbean.

Writer/Producer/Host, GrandKids, for Mercer University/Grand Opera House, Macon, GA 2003 - 2007
Created video series/curriculum for 6,000 local elementary school children for five seasons.

Host, Unique Discoveries, Cox Communications, Macon, GA**1995 - 2005**

Hosted 1,500+ show segments promoting businesses/events/organizations for popular regional television program.
Aired six times daily.

Writer**1987 - 2010**

The Telegraph: first female editorial page columnist, contributor; columnist for *Belle* magazine. *Atlanta Jewish Times*: columnist and contributor. *Macon Magazine*, *Address Macon*, *Houston Magazine* and *Eleventh Hour*: contributor.

Co-founder/Director, Gaudet All-Star Baseball Camp, Macon, GA**1987 - 2011**

Established/directed free baseball camp for 25 years for 13,174 children with my husband, a former pro baseball player. Planned/executed all aspects of camp, including scheduling, marketing/promotion. Directed staff of 100 volunteers. Partnered with community leaders, law enforcement, local businesses and non-profits. Secured sponsorships.

SKILLS

- Communications: internal, external, public relations, digital, and crisis management
- Writing: speeches; op-eds; copy editing; magazine/newspapers; newsletters; websites/blogs/social media; press releases; grants
- Event planning and execution
- Public speaking and presentations/PowerPoint/Keynote
- Media production: writer/producer/host/voice-overs; videography and photography

RECENT BOARD MEMBERSHIPS

- Crisis Line & Safe House, 2011-present; nominating committee chair; marketing committee, Sip Sip Hooray Chair, 2023, 2025
Fashion Show scriptwriter, co-MC, model, 2021, 2024
- Earth Day executive committee, awards coordinator, 2015-present
- Greater Macon Chamber of Commerce, 2022-2023
- Macon 200 Bicentennial History Committee, History Series co-chair, writer/producer, 2023-present
- Middle GA Regional Library Board of Trustees, Middle GA Board of Trustees, 2023-present, facilities chair

AWARDS/HONORS

- Best Radio Personality, Central Georgia Advertising Federation, 2007
- Best Radio Personality, *The Telegraph*, Houston Edition; Runner-up, *The Telegraph*, 2007
- Macon Police Department: Distinguished Service Award and Chief's Commendations, 2012, 2013
- Red Cross Heroes Award, Gaudet All-Star Baseball Camp, 2012
- Keynote speaker - Wesleyan College Convocation, 2012
- Keynote speaker - Women of Distinction Luncheon, 2012

EDUCATION/TRAINING

- M.Ed., College Student Personnel, with honors, University of Miami, Coral Gables, Florida
- B.A., English, History Minor, Magna Cum Laude, Tulane University, New Orleans, Louisiana
- Attended Springfield College, Springfield, Massachusetts
- Basic and Advanced Grant Writing, Georgia Center for Non-profits, Atlanta, Georgia
- International Film and Television Workshop, Rockport, Maine
- Graduate: Leadership Georgia & Leadership Macon
- Completed National Incident Management System training (NIMS)

Added to the October 15, 2024 Pre-Commission Agenda



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
☐ *Distilled Spirits C.O.P.	\$2,900	☐ *Malt C.O.P.	\$800	☐ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

Select One: New Business Change of location Change of Business

BUSINESS

Federal Tax ID #: 46-2021044 State Tax ID #: 20222175020
 Business Name: USA Grocery-3 Corporate and Trade Name: Daqinsh 2353, LLC
 Local Business Address: 2353 Ingleside Ave. Macon, GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 2353 Ingleside Ave. Macon, GA 31204
 Local Business Phone #: 478-238-4629 Email Address: [REDACTED]
 Contact Person: Khurram Shahbaz Contact Phone #: [REDACTED]

AGENT

Agent's Name: Sumayya Mian Agent's Title: Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
 Home Phone #: [REDACTED] Email: [REDACTED]
 Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

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):	Sumayya Sadiq Mian		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
Female	Pakistani	[REDACTED]	[REDACTED]



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



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

Signature

Sumayya

Date

04/18/2024

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

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

Purpose Code used: (check one)

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

04/18/2024

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

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

- 1) ☒ 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.

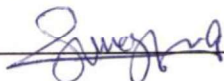
Please check only one option above and submit the required documents with your application.
 Please note that the failure to do so will result in a processing delay.

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: Daanish 2353, LLC D/B/A USA Grocery 3

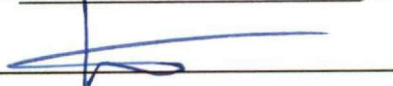
Printed Name of Applicant: Sumayya S. Meen

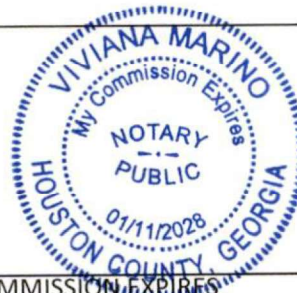
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 18 DAY OF April, 2024.

NOTARY PUBLIC





MY COMMISSION EXPIRES

01/11/2028

MEASUREMENT FORM

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

APPLICANT: SUMAYYA MIAN
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2353 INGLESIDE AVE.
BUSINESS NAME: DAANISH 2353 LLC DBA USA GROCERY 3

To Be Completed by County Engineer

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

☒ X Comply ☐ Does not Comply

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

☐ Comply ☐ Not Applicable ☒ X Unknown

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

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

☒ X Not Applicable

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

Date: 4-11-2024

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

3,100' — USA Grocery 3 (Daanish 2353 LLC)

#2353 Ingleside Ave.

3,100' — SCHOOL GROUND property line

Vineville Academy

3,250' — SCHOOL BUILDING

Vineville Academy

6,250' — COLLEGE CAMPUS property line

Mercer University

Outdoor Recreation Complex

10,100' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emory Hwy.

7,600' — PUBLIC LIBRARY or BRANCH building

Washington Memorial

5,600' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Mount O Homes

19,500' — CHURCH (building)

Lutheran Church of the Redeemer

2,000' — CHURCH GROUNDS

Lutheran Church of the Redeemer

4,100' — M-B COUNTY RECREATION CENTER property

L. H. Williams Recreation Center

N/A

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

Applicant self-identifies as a:
"Gas Station"

OK!

Paul J. Hornowski
April 11, 2024



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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
139159	529076	Print Legal Ad-IPL01634110 - IPL0163411		\$46.36	1	28 L

Attention: USA GROCERY

USA GROCERY 3 DAANISH 2353, LLC
2353 INGLESIDE AVE
MACON, GA 31204

SBZ007@HOTMAIL.COM

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the March 15, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as DAANISH 2353, LLC/USA GROCERY 3, 2353 INGLESIDE AVE MACON, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This March 8, 2024. SUMAYYA S
MIAN, Applicant
IPL0163411
Mar 8, 15 2024

To Whom It May Concern:

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

2 insertion(s) published on:

03/08/24, 03/15/24

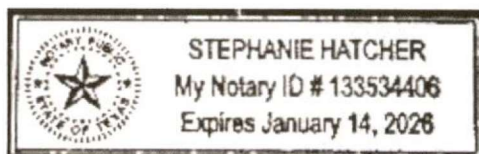
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 15th day of
March in the year of 2024

Stephanie Hatcher

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



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



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 Southern Trust Bldg., 682 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7460 Zoning Office 478-751-7450 Fax 478-751-7448

PERMIT NO: 13-0232 DATE OF ISSUE: 2/20/2013
ISSUED TO: SUMAYYA MIAN
OWNERS NAME: MINI FOOD STORES INC/ROB PATTERSON
PROPOSED USE: C/O C-STORE WITH FUEL, BEER/WINE PKG TO GO
ADDRESS OF PROPOSED USE: 2353 INGLESIDE AVE

EXISTING BUILDING IN CITY
MAP NO: 4053 DISTRICT: C-1
CODE: 01 LOT: 3580

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, approval is granted to change ownership of an existing C-store with fuel sales and beer/wine package to go. No outside storage sales or display authorized. No change in or addition of signage authorized by this permit. Subject to requirements of Inspections and Fees and Business License offices. Subject to all applicable local, State, and Federal regulations. Subject to the Department of Agriculture.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 8/20/2013, THIS PERMIT IS NULL AND VOID.

AS PER INSPECTION HELD ON
3-8-13
IT WAS OBSERVED THAT ALL
CONDITIONS ON THE ZONING
COMPLIANCE HAVE BEEN MET.
BY: SJ
ZONING INSPECTOR

APPROVED BY: JaRanda Dovelton

NOTE: This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, City of Macon or Bibb County Building Inspector, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above property as the Macon-Bibb County Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation.

The Macon-Bibb County 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 structures on the premises.

All construction or use relating to this permit must strictly comply with all plans or other plans submitted to the Macon-Bibb County Planning and Zoning Commission and on file in its office. This permit expires six months from date issued unless construction or use is begun.

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED.

Control No.: 13056604

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, **Brian P. Kemp**, The Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

DAANISH2353 L.L.C
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **January 25, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all 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 January 29, 2013



B: P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: ulMofLfz

Articles of Organization

The Name of the Limited Liability Company:

DAANISH2353 L.L.C

The Principal Place of Business:

2353 INGLESIDE AVE
MACON, Georgia 31204

Registered Agent's Name and Address:

SUMAYYA MIAN
2353 INGLESIDE AVE
MACON, Georgia 31204, Bibb County

Effective Date: January 25, 2013

Organizer(s):

SUMAYYA MIAN
2353 INGLESIDE AVE
MACON, Georgia 31204

Optional Provisions:

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below:

Signed by:

SUMAYYA MIAN Organizer

Date: 29 January, 2013

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

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

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/25/2024 10:40:05 AM

BUSINESS INFORMATION

CONTROL NUMBER	13056604
BUSINESS NAME	DAANISH2353 L.L.C
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/25/2024
ANNUAL REGISTRATION PERIOD	2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	2353 INGLESIDE AVE, MACON, GA, 31204, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SUMAYYA MIAN	2353 INGLESIDE AVE, MACON, GA, 31204, USA	Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	sumayya mian
AUTHORIZER TITLE	Member

Ownership Disclosure Form

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

Business:

Trade Name: USA Grocery 3 Name of Corporation: Dagnish 2353, LLC

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

Individual:

Name and Title: Sumayya Mian / Member Telephone Number: (____) _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

Mailing Address: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐
☐

Sole Proprietorship

General Partnership

☐

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

Limited Partnership (LP)

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

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

☐

Limited Liability Partnership (LLP)

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

☐

Limited Liability Limited Partnership (LLLP)

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

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

☒

Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Members: 1

○ Member holdings 100% of all outstanding membership interests

☐

Privately Held Corp./Company

○ Corporate Officer: Yes ___ No ___

○ Shareholder holding ____% of all outstanding ownership interests.

☐

Publicly Traded Company

○ Corporate Officer: Yes ___ No ___

☐

Other

○ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Sumayya Last Name: Mian
 Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
 Home Phone #: [REDACTED] Email: [REDACTED]
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

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

CERTIFICATION

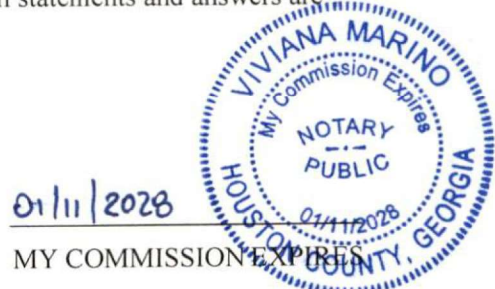
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature *Sumayya* Date 01/18/2024

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

This 18 day of APRIL, 2024

[Signature]
 NOTARY PUBLIC





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

SUMAYYA S. MIAN

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-29



Serial No.

cert_jn4lqsvn



Sumayya Mian



AH001334

ALCOHOL HANDLER

EXP: 12/31/2024

LEASE AGREEMENT

This lease is made between Mini Food Stores Inc., Macon, GA 31204 herein called Lessor, and Daanish 2353, LLC of 2353 Ingleside Ave., Macon, GA 31204 herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Macon, County of Bibb, State of Georgia, described as USA Grocery 3, 2353 Ingleside Ave., Macon, GA upon the following TERMS and CONDITIONS:

Term and Rent:

Lessor demises the above premises for a term of 5 years, commencing Feb 1, 2023 and terminating on Jan 31, 2028 or sooner as provided herein at the annual rental of Three thousand three hundred (\$3300) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to lessor, at the address specified above.

Use:

Lessee shall use and occupy the premises grocery store. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

Care and Maintenance of Premises:

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations. Which shall be maintained by Lessor, Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be required to be maintained by Lessor.

Alterations:

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

Ordinances and Statutes:

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Assignment and Subletting:

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities:

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Entry and Inspection:

Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

Parking:

During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the non-served common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees.

Possession:

If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not

delivered within 15 days of the commencement of the term hereof.

Indemnification of Lessor:

To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any costs or fee which Lessor may incur in defending said claim.

Insurance:

Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of sub rogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Destruction of Premises:

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made,

based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of the either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

Lessor's Remedies on Default:

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days' and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit:

Lessee shall deposit with Lessor on the signing of this lease the sum of Five thousand Dollars (\$ 5000.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applied any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

Tax Increase:

In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 1% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

Common Area Expenses:

In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

Attorney's Fees:

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Waiver:

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

Notices:

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

Heirs, Assigns, Successors:

This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Option to Renew:

Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 5 years commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ 3800.00. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

Subordination:

This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Entire Agreement:

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof Feb 1, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and the year first above written.

LANDLORD: *Mini-Food Stores, Inc.*

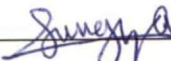
By: *Rob Patterson*
Robert Patterson

TENANT: *Dacnish 2353, LLC.*

BY: *Sumayya Mian*
Sumayya Mian

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: 04/18/2024

Business Name USA Grocery 3

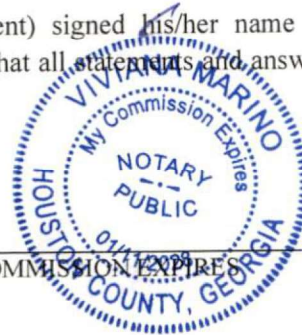
I hereby certify that Sumayya Mian (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 18 day of APRIL, 2024.

NOTARY PUBLIC



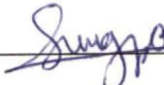
MY COMMISSION EXPIRES



01/11/2028

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: 04/18/2024

(If different from Agent)

Title: Member

Business Name: USA Grocery 3

I hereby certify that Sumayya S. Mian (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.

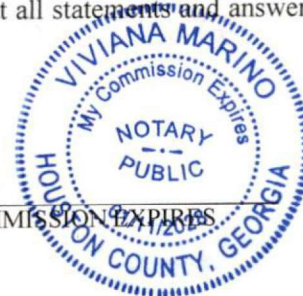
This 18 day of APRIL, 2024.

NOTARY PUBLIC



01/11/2028

MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: USA Grocery 3

Business Address: 2353 - Ingleside Ave - Macon, GA 31204

Instructions:

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

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

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

Definitions:

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

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

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

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

- ☐ **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

04/18/2024
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.

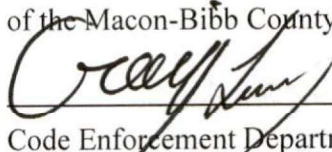
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: USA Grocery 3

Business Address: 2353 Ingleside Ave. Macon, GA 31204

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


Code Enforcement Department Designee

4/26/21
Date

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


Applicant/Agent Signature

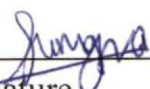
04/18/2024
Date

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>.


Signature

Samayya Mian
Print Name

04/18/2024
Date



Alcohol License Questionnaire

Name of Business: USA Grocery 3
 Owner's Name: Sumayya Mian
 Address: 2353 - Ingleside Ave. Macon, GA 31204

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

Sumayya S. Mian
 Printed Name of person completing form

Sumayya
 Signature of person completing form

04/18/2024
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: USA Grocery 3

Business Address: 2353 Ingleside Ave. Macon, GA 31204

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

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

Applicant/Agent Signature [Signature]

Date 04/18/2024

Bhairav

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Sumayya Mian / 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.

Sumayya S. Mian

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.

Sumayya S. Mian
Print and Sign Name

Sworn to and subscribed before me this
18 day of APRIL, 2024

Notary Public
My commission expires:



pro own

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Sumayys Mien
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.

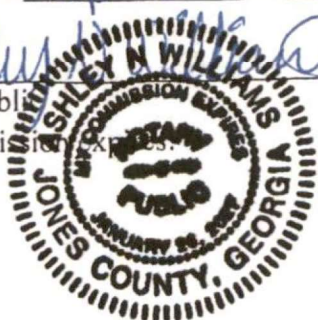
 Rob Patterson
Manager

Print and Sign Name

Main Street Village Market, LLC
2353 Inglewood Avenue
Macon, GA 31204
Landlord

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


Notary Public
My commission expires _____





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: Sumayya Mian – Fingerprints Completed: 05.23.2024

Business Name: Daanish 2353 DBA USA Grocery 3

Business Address: 2353 Ingleside Ave Macon GA 31204

DocuSigned by:

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

Granted

David J Davis

6/17/2024

Sheriff, Macon-Bibb County, Georgia

Date

1C561778CDEE414...

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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 10/9/24 (Date) ^{DS}
FH (Initials)

Comments

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH 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 ACCEPT THE FISCAL YEAR 2025 LOCAL ROAD ASSISTANCE ADMINISTRATION (“LRA FUNDS”) IN THE AMOUNT OF \$2,926,055.13, WITH NO LOCAL MATCH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Local Maintenance Improvement Grant (hereinafter referred to as “LMIG”) Program is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, as an additional funding supplement to LMIG funds, the State also has a Local Road Assistance (“LRA”) program that provides grant funding to complete paving projects that requires no local match; and

WHEREAS, to qualify for LRA funds, a local government must be compliance with audit and accounts reporting to the State, meet standards set forth by the Department of Community Affairs, and certify the satisfactory status for use of the three prior years’ LMIG grants; and

WHEREAS, the Georgia Department of Transportation has awarded Macon-Bibb County LRA funds for fiscal year 2025 in the amount of \$2,926,055.13, with no local match required; and

WHEREAS, within its territorial limits, Macon-Bibb County contains an estimated 1,138 miles of roadway that citizens and visitors travel daily; and

WHEREAS, the Macon-Bibb County Commission desires to accept the LRA funds to provide additional funding for the “Paving the Way” program, to ensure that Macon-Bibb County roads are safe and comfortable for travel throughout the community; 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 ordered and resolved by the authority of the same that the Mayor is hereby authorized to accept the Fiscal Year 2025 LRA funding award from the Georgia Department of Transportation, in the amount of \$2,926,055.13 (TWO MILLION, NINE HUNDRED TWENTY-SIX THOUSAND, FIFTY-FIVE DOLLARS AND THIRTEEN CENTS), with no local match, to use for paving and road projects consistent with the requirements of the LRA program.

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

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

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

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

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

appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2025 Miller Accepting FY25 LRA funds from GDOT for Road Projects with No Local Match
- \$2,926,055.13 - 8-21-25.docx*



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH 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 PROFESSIONAL PAVING SERVICES, LLC, FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,985,581.70, TO BE PAID FROM 2024 LRA/LMIG SUPPLEMENTAL GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 26-004-LH was published on July 22, 2025, soliciting bids for the repair and resurfacing of various sections of the roads, with such selected roads being identified in the attached Exhibit A, incorporated herein for reference purposes; and

WHEREAS, IFB No. 26-004-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred ninety-three (193) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, three (3) self-identified as Hispanic/Latino-owned, and one (1) self-identified as Native American owned; and

WHEREAS, on the published due date of August 21, 2025, ten (10) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Professional Paving Services, LLC, a Georgia limited liability company with its primary place of business in Macon-Bibb County, whose total bid was

the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission accepted the award of Local Road Assistance (“LRA”)/LMIG Supplemental grant funds for fiscal year 2024 on June 4, 2024, in Ordinance O-24-0031; 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 authorized to execute an Independent Contractor Agreement with Professional Paving Services, Inc., in the amount of ONE MILLION, NINE HUNDRED EIGHTY-FIVE THOUSAND, FIVE HUNDRED EIGHTY-ONE DOLLARS AND SEVENTY CENTS (\$1,985,581.70) for deep patch asphalt resurfacing services to be paid from LRA/LMIG Supplemental grant funds, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

Attest: _____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Professional Paving Services for LRA Paving - \$1,985,581.70 - 8-21-25.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 AUTHORIZING THE MAYOR TO EXECUTE A MONTH-TO-MONTH PARKING LICENSE AGREEMENT WITH COLISEUM MEDICAL CENTER, LLC, FOR THE USE OF 425 PARKING SPACES LOCATED AT 200 COLISEUM DRIVE, AT A RENTAL RATE OF \$8,101.80 PER MONTH; AND OTHER LAWFUL PURPOSES.

WHEREAS, on November 2, 2018, Macon-Bibb County entered into a lease agreement with Coliseum Medical Center for the use of 425 parking spaces located at 200 Coliseum Drive for its hospital staff and visitors (L-18-0005); and

WHEREAS, Macon-Bibb County and Coliseum Medical Center, LLC now desire to enter into a new parking license agreement that provides for month-to-month rental of the licenses to park in the previously leased parking spaces at the same rental rate provided for under the previous lease, with such rents to be paid monthly instead of yearly; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to enter into a parking license agreement with Coliseum Medical Center, LLC, for 425 parking spaces at 200 Coliseum Drive, at a monthly rental rate of \$8,101.80, in a form substantially similar to the attached Exhibit A, incorporated herein by reference.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

[SIGNATURES TO FOLLOW]

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Parking License Agreement With Coliseum Medical Center - 8-21-25.Docx

EXHIBIT A

STATE OF GEORGIA

COUNTY OF BIBB

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (hereinafter the “Agreement”), entered into this ____ day of _____, 2025, by and among Macon-Bibb County, Georgia, a political subdivision of the State of Georgia (the “County”) and Coliseum Medical Center LLC, a domestic corporation (“Piedmont”), collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, County owns the Macon Coliseum, an event venue located at 200 Coliseum Drive; and

WHEREAS, Piedmont owns Piedmont Macon Medical Center, a 310-bed hospital facility located at 350 Hospital Drive, in Macon, lying adjacent to the Macon Coliseum; and

WHEREAS, Piedmont Macon Medical Center employs upwards of 1500 physicians, nurses, and other staff to provide life-saving care to patients many of whom drive from throughout middle and South Georgia; and

WHEREAS, to accommodate the number of employees, patients, and visitors, Piedmont finds it necessary to enter into agreements to provide for additional parking at the facility; and

WHEREAS, by its nature as an event venue, the Macon Coliseum has ample parking that is typically not required for its own use during normal operating hours.

NOW THEREFORE, in consideration of the mutual promises and benefits herein granted between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises Licensed and Permitted Usage Thereof. County does hereby license to Piedmont and Piedmont does hereby license from the County four hundred twenty-five (425) parking spaces located in the Macon Coliseum Parking Lot immediately adjacent to the Piedmont Coliseum Medical Center’s parking lot and being more specifically described as 267 spaces in Lot 2, 145 spaces in Lot 6, and 13 spaces in Lot 3¹, as shown on Exhibit A, attached hereto and incorporated herein by reference. County shall have the right and discretion to shift the spaces to other adjacent lot as shown on Exhibit A, should other needs become apparent. In the event that it becomes necessary to shift the spaces, County agrees to identify other spaces in as close a proximity as possible to the original specified Lots. Piedmont shall have use of 100% of the licensed parking spaces identified above between the hours of 6:00 a.m. EST and 5:30 p.m. EST, each weekday. Piedmont shall have use of 50% of the identified spaces between 5:30 p.m. EST and 7:30 p.m. EST each weekday, except when, upon 72 hours written notice from County or County’s designee of a sellout

¹ Lot 3 as shown on Exhibit contains 23 parking spaces. Only 13 of these spaces shall be reserved for CMC.

event requiring all licensed parking spaces, Piedmont shall be required to have hospital staff's vehicles removed from the Macon Coliseum parking lot by 5:30 p.m. EST on the day of the event. In any event where such an emergency arises necessitating County to use the licensed spaces for County or emergency response uses, County shall give Piedmont as much prior written notice as is reasonably practicable under the circumstances.

2. Term & Termination. This Agreement shall commence on October 1, 2025, and shall continue on a month-to-month basis unless terminated by either party with at least thirty (30) days' prior written notice. Either party may terminate this Agreement for any reason by delivering such written notice to the other party in accordance with the terms of this Agreement. The Lessee shall continue to pay the monthly rent as outlined in this agreement on or before the first day of each month for as long as this Agreement remains in effect. All other terms and conditions of this Agreement shall remain in full force and effect for the duration of the month-to-month tenancy.
3. Rents. As rental for the use of the 425 parking spaces identified herein, Piedmont agrees to pay the County an initial monthly rental amount of \$8,101.80 per month for the first twelve months of this Agreement. On the first, and each subsequent, anniversary of the effective date of this Agreement, the rental amount shall increase by three (3%) annually.
4. Maintenance & Utilities; Security. County shall, at its own expense, maintain the area of the 425 parking spaces identified in Exhibit A, with regards to paving, repaving, and striping as may be necessary from time to time. Piedmont shall be responsible for landscape maintenance and ensuring the area is free of debris and litter. Piedmont shall be responsible for providing security services for Piedmont's and Piedmont's invitees' vehicles in the licensed area at its sole cost.
5. Notices. Notices required under this Agreement shall be deemed to have been sufficiently given by depositing of the same into United States Mail, certified, return receipt requested, with proper postage affixed thereto or by sending such notices via electronic mail, to the addresses below:

If to Piedmont:

Piedmont Healthcare, Inc.
Attn: Stephen Daughtry, CEO
400 Charter Boulevard
Macon, GA 31210, USA

:

If to County:

Macon-Bibb County
Attn: County Manager
700 Poplar Street
P.O. Box 247
Macon, Georgia 31202-0247

kmoffett@maconbibb.us

With a copy to:
Macon-Bibb County Attorney
Attn: Attorney for Facilities Maintenance
P.O. Box 247
Macon, Ga 31202-0247

6. Assignment & Subletting. Piedmont shall not, without prior written consent of County endorsed hereon, assign this license or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Piedmont. Consent to any assignment or sublicense shall not destroy this provision, and all later assignments or sublicense shall be likewise only on the prior written consent of County. Assignee of Piedmont, at option of County, shall become directly liable to County for all obligations of Piedmont hereunder, but no sublicense or assignment by Piedmont shall relieve Piedmont of any liability hereunder. Notwithstanding the foregoing, this Agreement may be assigned by Piedmont as part of a sale, reorganization, or similar change in the corporate organization of Piedmont, provided Piedmont gives contemporaneous notice of the assignment to the Authority and the County and the party to which this Agreement is assigned agrees in writing to assume all responsibilities and obligations of Piedmont hereunder.
7. Default & Cancellation. It is mutually agreed that in the event Piedmont shall default in the payment of rent herein reserved, when due, and fails to cure such default within five (5) days after receipt of written notice thereof from County; or if Piedmont shall be in default in performing any of the terms or provisions of this license other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from County; or if Piedmont is adjudicated bankrupt; or if a permanent receiver is appointed for Piedmont's property and such receiver is not removed within thirty (30) days after written notice from County to Piedmont to obtain such removal; or if whether voluntarily or involuntarily, Piedmont takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Piedmont makes an assignment for benefit of creditors; then, and in any of said events, County at its option may terminate this Agreement by written notice to Piedmont; whereupon this license shall end. After an authorized assignment or subletting of the entire premises covered by this license, the occurring of any of the foregoing defaults or events shall affect this license only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by County, or its attorney, or Agent herein named. Upon such termination by County, Piedmont will at once surrender possession of the premises to County and remove all of Piedmont's effects therefrom; and County may forthwith re-enter the premises and repossess itself thereof, and remove all persons and effects therefrom,

using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

These rights of the County as set forth in the paragraph above are cumulative and not restrictive of any other rights under the law, and failure on the part of County to avail itself of these privileges at any particular time shall not constitute a waiver of these rights.

8. Liability Insurance. Piedmont covenants to provide, at its own expense, on or before the Commencement Date, and to keep in force during the term of this license for the benefit of County (naming County as an additional insured), a comprehensive general liability policy of insurance protecting against any liability arising from the use and occupancy by Piedmont of the Premises. Such policy shall be written by a good and solvent insurance company or companies, qualified to transact business in Georgia, with limits of One Million (\$1,000,000) Dollars per occurrence and Two Million Dollars (\$2,000,000) aggregate. The insurance carried pursuant to this Section shall provide that the same may not be cancelled without fifteen (15) days prior written notice to County. All of the above insurance coverages shall be placed with insurers licensed within the State of Georgia who maintain an A.M. Best rating of A- VII or better. Piedmont may opt to provide such coverages under an approved program of self-insurance. Any such program will be deemed approved by the County if the self-insurance is formally structured and funded based on independent actuarial loss projections or if Piedmont is approved by the State of Georgia as a Qualified Self-Insurer.
9. Notice of Damages or Defects; Notice for Entry to Repair. Piedmont shall give County prompt notice of any damage(s) to or defect(s) in the premises and dais damage(s) and defect(s) shall be remedied with due diligence by County at County's expense. County shall give Piedmont not less than five (5) days' written notice prior to entering upon the premises to perform any repairs, paving, pothole filling, or striping work, excepting emergency repairs. Piedmont shall ensure that all hospital staff vehicles are removed from any areas where Piedmont has received notice that County will be performing maintenance and/or repair work.
10. Waiver. Any instance of failure by either Party to enforce any right afforded hereunder or to demand correction of any breach of any obligation hereunder shall not constitute a waiver of any other right hereunder granted or a waiver of any subsequent breach of any previously obligation.
11. Time is of the Essence. Time is of the essence with regard to all aspects of this Agreement.
12. Indemnification. To the extent permissible by Georgia law, the Parties shall each defend, indemnify, and hold harmless the other Party, the Party's officers, agents, employees, attorneys, and consultants, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other

costs and expenses (including reasonable attorney's fees) arising out of or in connection with this Agreement. The provisions contained herein are not intended to, and shall not, result in a waiver of any official immunity or sovereign immunity enjoyed by the County and its officers, employees, and agents.

13. Compliance with Law. The Parties shall comply with all applicable state, federal, and local laws. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Bibb County, Georgia. Neither Party hereto waives any immunity enjoyed by it under the laws of the State of Georgia or the Eleventh Amendment to the United States Constitution.
14. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.
15. Force Majeure. The terms of this Agreement notwithstanding, neither Lessor nor Lessee shall be deemed in default with respect to any term, condition, or covenant contained herein if performance thereof shall be delayed, interfered with, or otherwise rendered impossible due to any strike, lockout, civil unrest, war, war-like operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain necessary materials or services, act of God, or other cause beyond the power and control of the Parties, provided such cause is not due to the act or neglect of the party seeking excusal of performance, and provided, further, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate.
16. No Drafting Presumption. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having, or being deemed to have, prepared or imposed such provision.
17. No Estate in Land. This Agreement shall create the relationship of licensor and licensee between the parties hereto; no estate shall pass out of County.
18. 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.
19. 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.

20. 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.
21. 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.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, County and Piedmont have hereunto signed, sealed, and delivered this Agreement on the day, month, and year first written above.

MACON-BIBB COUNTY:

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

(SEAL)

COLISEUM MEDICAL CENTER LLC:

By: _____

Name: _____

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 MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH TURNER CONSTRUCTION MANAGEMENT, LLC FOR RENOVATIONS TO THE GRAND OPERA HOUSE IN THE AMOUNT OF \$641,100.00, TO BE PAID FROM THE SPLOST 2018 FUND – CULTURE & RECREATION – GRAND OPERA HOUSE - PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County intends to renovate the Grand Opera House as part of its 2018 SPLOST capital improvements efforts, with such renovations to include updates to the electrical and plumbing work throughout the facility, remodels of dressing rooms and the green room, and repair of all original doors along the exterior of the building; and

WHEREAS, on July 18, 2025, Invitation for Bids # 26-002-LH (IFB #26-002-LH) was published soliciting bids for the renovation of the Grand Opera House; and

WHEREAS, IFB #26-002-LH was published to the Macon-Bibb County Procurement Department website and the Georgia Procurement registry, where one hundred twenty-nine (129) vendors were notified of the opportunity for bidding; and

WHEREAS, of the prospective vendors notified, four (4) self-identified as African American-owned and one (1) self-identified as Native American-owned; and

WHEREAS, on the published due date of August 14, 2025, seven (7) responses were received in procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after bid review, Turner Construction Management, LLC, a Georgia limited liability company with its primary place of business in Macon-Bibb County, whose total bid was the lowest responsive and responsible submission, is recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Turner Construction Management, LLC, in the amount of SIX HUNDRED FORTY-ONE THOUSAND, ONE HUNDRED DOLLARS AND 00/100 CENTS (\$641,100.00), to provide for renovations to the Grand Opera House, with such Independent Contractor Agreement to be in a form to be approved of by the County Attorney, and with the associated costs to be paid from the SPLOST 2018 Fund – Culture & Recreation – Grand Opera House – Property 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 Turner Construction Management for Grand Opera House Reno - \$641,100.00 - 8-20-25.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 AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR COMPUTERS AND HARDWARE EQUIPMENT FROM DELL MARKETING, LP IN THE AMOUNT OF \$104,400.00, PAYABLE FROM THE I.T. DEPARTMENT BUDGET, REPAIRS & MAINTENANCE – COMPUTER HARDWARE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County I.T. Department requires the replacement of outdated computers and hardware equipment throughout various departments in Macon-Bibb County; and

WHEREAS, Dell Marketing, LP is the holder of state contract with statewide contract number 99999-SPD-SPD0000161-0004, which allows for preferential pricing and decreased processing times, and is otherwise authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, Procurement concurs with this award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes this issuance of a purchase order for computers and hardware from Dell Marketing, LP in the amount of ONE HUNDRED FOUR THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$104,400.00), to be paid from the General Fund, Information Technology, IT-Enterprise Applications, Repairs & Maintenance - Computer Hardware 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.

[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 Dell Marketing LP Purchase Order - \$104,400.00 - 8-18-25.docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ 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 THE APPROPRIATION OF UP TO \$200,000.00 FROM 2018 SPLOST PROCEEDS TO FUND UPGRADES AT FRANK JOHNSON RECREATION CENTER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “2018 SPLOST Revenues”); and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to \$200,000.00 from the 2018 SPLOST Revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

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

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$200,000.00 from 2018 SPLOST funds, Recreation, Other to be used to fund upgrades at the Frank Johnson Recreation Center.

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, the 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.

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

*Q:\ORD MACON-BIBB\2025 Miller Appropriation Of \$200,000 In SPLOST Revenues To Frank Johnson Rec
Center 8-22-25.Docx*