



Board of County Commissioners Pre-Commission Meeting

February 3, 2026 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the January 20, 2026 Pre-Commission Meeting
(Sponsored by: Lester M. Miller, Mayor)

3. New Alcohol Beverage Licenses

- a. New Start Food Mart D.B.A. Kitchen Pride located at 3101 Columbus Road, Macon, GA
After review, legal recommends denial of this application based on a recent inspection by Code Enforcement where the business was found to be operating as a Vice Mart. In addition, they were ticketed on January 28, 2026 for selling without a license. (Sponsored by: Lester M. Miller, Mayor)
- b. Quick Fuel 2025 d.b.a A1 Stop located at 1193 Wesleyan Drive Suite A, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
- c. Capitol Theatre Operations located at 382 2nd Street, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

4. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize An Appropriation, In The Amount Of \$195,652.00, From 2018 SPLOST Fund To Fund The Completion Of Various Parks And Recreations Department Projects (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$546,059.00 For Sidewalk Improvements Along Cotton Avenue (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Make A Mid-Year Budget Adjustment; To Amend The Fy 2026 Budget By Amending Revenue Lines In The Amount Of \$4,986,021.00 To Recognize The Increased Revenue Received To Date; To Authorize Interdepartmental Transfers In The Amount Of \$557,902.00; To Appropriate Such Funds To Various Expense Line Items In A Total Amount Of \$5,543,923.00 As Provided Herein (Sponsored by: Lester M. Miller, Mayor)

5. Agreements, Contracts and 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 \$171,806.50, Payable From The Splost 2018 Fund – Public Safety – Public Safety Other – Machinery & Equipment Line Item; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Renewal Agreement With Pictometry International Corp., D/B/A Eagleview, In An Amount Not To Exceed \$137,600.00 Per Year For A Term Of Six Years For Orthogonal And Oblique Aerial Flyover Mapping And Image Analysis, To Be Paid From The General Fund – Information – Technology – It – Gis – Computer Software Line Item; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order For The Annual Renewal Of Server And Infrastructure Storage Support From CDW G Computers In The Amount Of \$427,116.60, Payable From The I.T. Department Budget (Sponsored by: Lester M. Miller, Mayor)

6. Changes or Additions to the Macon-Bibb County Code of Ordinances

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Sections 10-2 And 10-3 Of The Macon-Bibb County Code Of Ordinances To Adopt Updated Versions Of The International Fire Code And Life Safety Code, As Provided By Georgia Law (Sponsored by: Lester M. Miller, Mayor)

7. Rosa Parks Square

- a. A Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of The Friends Of Rosa Parks Square Board To Modify The Design Of Rosa Parks Square To Include A Mural Showcasing The Work Of Artist Gwendolyn M. Payton, With Costs Associated With The Mural To Be Paid

With Funds To Be Raised By The Friends Of Rosa Parks Square (Sponsored by: Lester M. Miller, Mayor)

8. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Federal And GDOT Grant Funds, In A Total Amount Of \$270,811.32, With A Local Match In The Amount Of \$13,548.68 To Be Paid From The Airport Fund, For A Drainage Study And Airfield Electrical Work At The Macon Downtown Airport (Sponsored by: Lester M. Miller, Mayor)

9. Executive Session

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
January 20, 2026 – 5:00 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on January 20, 2026 at 5:00 PM in the Commission Chamber at City Hall.

COMMISSION MEMBERS PRESENT

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

STAFF PRESENT

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Adrianna Beavers, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the January 6, 2026 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Stewart, seconded by Commissioner Bronson and carried unanimously, the minutes from the January 6, 2026 Pre-Commission meeting were approved.

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Louis Frank Tompkins To The Macon-Bibb County Fire Civil Service Board;
(Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Appointing Louis Frank Tompkins To The Macon-Bibb County Fire Civil Service Board was approved.

4. New Alcohol Beverage Licenses

- a. Texaco Food Mart located at 1212 Eisenhower Parkway, Macon, GA 31206

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

On motion of Mayor Miller, seconded by Commissioner Wilder and Passed by a vote of 6 to 1 with Commissioner Wynn, Commissioner Bronson, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, casting the affirmative votes and Commissioner Stewart casting the dissenting vote, the New Alcohol Beverage License for Texaco Food Mart located at 1212 Eisenhower Parkway, Macon, GA 31206 was approved.

- b. Macon Drinks located at 470 First Street, Macon, GA 31201

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

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the New Alcohol Beverage License for Macon Drinks located at 470 First Street, Macon, GA 31201 was approved.

- c. Bearfoot Tavern located at 468 2nd Street, Macon, GA 31201

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

On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the New Alcohol Beverage License for Bearfoot Tavern located at 468 2nd Street, Macon, GA 31201 was approved.

5. Qualifying Dates and Fees

- a. A Resolution Of The Macon-Bibb County Commission Establishing And Fixing The Qualifying Fees For Each Elected County Office To Be Filled In The Upcoming 2026 Macon-Bibb County Elections; Requesting The Publication Of Said Qualifying Fees By The Macon-Bibb County Board Of Elections In The Legal Organ Of Record For Macon-Bibb County; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Establishing And Fixing The Qualifying Fees For Each Elected County Office To Be Filled In The Upcoming 2026 Macon-Bibb County Elections; Requesting The Publication Of Said Qualifying Fees By The Macon-Bibb County Board Of Elections In The Legal Organ Of Record For Macon-Bibb County was approved.

- b. A Resolution Of The Macon-Bibb County Commission To Set The Qualifying Fees For The Special Election To Fill The Unexpired Term Of Seth Clark Representing District 5 On The Macon-Bibb County Commission; To Order The Board Of Elections To Issue A Call For Election And Schedule The Same For March 17, 2026; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bryant, seconded by Commissioner Bronson and Passed by a vote of 6 to 1 with Commissioner Wynn, Commissioner Bronson, Commissioner Stewart, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, casting the affirmative votes and Commissioner Bryant casting the dissenting vote, the A Resolution Of The Macon-Bibb County Commission To Set The Qualifying Fees For The Special Election To Fill The Unexpired Term Of Seth Clark Representing District 5 On The Macon-Bibb County Commission; To Order The Board Of Elections To Issue A Call For Election And Schedule The Same For March 17, 2026 was approved.

6. Agreements, Contracts and Purchase Orders

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Resurfacing & Parking Paving Services, In The Amount Of \$228,528.56, To Be Paid From 2018 SPLOST Funds, Recreation, Central City Park - Property; (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Resurfacing & Parking Paving Services, In The Amount Of \$228,528.56, To Be Paid From 2018 SPLOST Funds, Recreation, Central City Park - Property was approved.
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Enter Into An Agreement With Hull Property Group, LLC., For Facility Repair Project Management Services At 3661 Eisenhower Parkway, In The Amount Of \$160,556.96, To Be Paid From Facilities Maintenance Account No. 100.1565.1022.531200.009 (Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Enter Into An Agreement With Hull Property Group, LLC., For Facility Repair Project Management Services At 3661 Eisenhower Parkway, In The Amount Of \$160,556.96, To Be Paid From Facilities Maintenance Account No. 100.1565.1022.531200.009 was approved.
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc. For The Renovation Of Code Enforcement Offices At City Hall, In The Amount Of \$557,260.00, To Be Paid From Public Safety And Capital Improvement Funds; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With

Stafford Builders & Consultants, Inc. For The Renovation Of Code Enforcement Offices At City Hall, In The Amount Of \$557,260.00, To Be Paid From Public Safety And Capital Improvement Funds was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Professional Services Agreement With LLF Landscape Architecture In The Amount Of \$82,050.00, For The Provision Of Project Management And Landscape Architectural Design Services, Payable From 2025 SPLOST Funds - Roads (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Stewart and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Professional Services Agreement With LLF Landscape Architecture In The Amount Of \$82,050.00, For The Provision Of Project Management And Landscape Architectural Design Services, Payable From 2025 SPLOST Funds - Roads was approved.

7. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2026, In A Total Amount Of \$78,980.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Bibb County Solicitor General's Office; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bryant and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2026, In A Total Amount Of \$78,980.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Bibb County Solicitor General's Office was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2026, In A Total Amount Of \$86,109.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Macon Judicial Circuit District Attorney's Office; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2026, In A Total Amount Of \$86,109.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Macon Judicial Circuit District Attorney's Office was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2025, In The Amount Of \$41,514.00, With No Local Match Required, To The Bibb County Solicitor General's Office;
(Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bryant, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2025, In The Amount Of \$41,514.00, With No Local Match Required, To The Bibb County Solicitor General's Office was approved.
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2025, In The Amount Of \$93,350.00, With No Local Match Required, To The Macon Judicial Circuit District Attorney's Office;
(Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Victim Witness Assistance Program ("VWAP") Grant For Federal Fiscal Year 2025, In The Amount Of \$93,350.00, With No Local Match Required, To The Macon Judicial Circuit District Attorney's Office was approved.
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2026 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation, In The Amount Of \$3,259.50, With A Local Match Of \$6,600.00 To Be Paid From The County Attorney's Office Budget, For The Macon-Bibb County Attorney's Office Intern Program; (Sponsored by: Lester M. Miller, Mayor)
Commissioner Bailey arrived.

On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2026 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation, In The Amount Of \$3,259.50, With A Local Match Of \$6,600.00 To Be Paid From The County Attorney's Office Budget, For The Macon-Bibb County Attorney's Office Intern Program was approved.
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2026 H.E.A.T. Grant From The Governor's Office Of Highway Safety, In The Amount Of \$31,128.46, With No Local Match Required, To Be Used By The Bibb County Sheriff's Office To Provide Partial Funding Of Salaries And Operating Expenditures For The H.E.A.T

Unit; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2026 H.E.A.T. Grant From The Governor's Office Of Highway Safety, In The Amount Of \$31,128.46, With No Local Match Required, To Be Used By The Bibb County Sheriff's Office To Provide Partial Funding Of Salaries And Operating Expenditures For The H.E.A.T Unit was approved.

- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy 2022 Office Of Juvenile Justice Delinquency Prevention Family Treatment Court Competitive Grant From The State Of Georgia Criminal Justice Coordinating Council, In The Amount Of \$15,950.00, With Matching Funds In The Amount Of \$5,317.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment Court; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy 2022 Office Of Juvenile Justice Delinquency Prevention Family Treatment Court Competitive Grant From The State Of Georgia Criminal Justice Coordinating Council, In The Amount Of \$15,950.00, With Matching Funds In The Amount Of \$5,317.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment Court was approved.

8. Request to Legislative Delegation

- a. A Resolution Of The Macon-Bibb County Commission Requesting That The Local Legislative Delegation Introduce Or Support Legislation To Expand The State Income Tax Credit Program For Rehabilitated Historic Property From A Maximum Of \$30 Million In Aggregate Per Year To \$60 Million Per Year For Certified Structures Other Than Historic Homes (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Mayor Pro Mayor Valerie Wynn, Paul Bronson, Commissioner)
On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Requesting That The Local Legislative Delegation Introduce Or Support Legislation To Expand The State Income Tax Credit Program For Rehabilitated Historic Property From A Maximum Of \$30 Million In Aggregate Per Year To \$60 Million Per Year For Certified Structures Other Than Historic Homes was approved.

9. Additions or Changes to the Macon-Bibb County Code

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Sections 1-6 And 12-246 Of The Macon-Bibb County Code Of Ordinances To Clarify The Jurisdiction Of Macon-Bibb County And Other Appropriate Offices To

Enforce The Provisions Thereof (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Amend Sections 1-6 And 12-246 Of The Macon-Bibb County Code Of Ordinances To Clarify The Jurisdiction Of Macon-Bibb County And Other Appropriate Offices To Enforce The Provisions Thereof was approved.

10. Accepting Property Donation

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept The Donation Of 0.088 Acre, More Or Less, Of Real Property Lying Adjacent To Allen Road From Charles Bryant Skipper, III; (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept The Donation Of 0.088 Acre, More Or Less, Of Real Property Lying Adjacent To Allen Road From Charles Bryant Skipper, III was approved.

11. 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);
Mayor Miller stated that there was no need for an Executive Session.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



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

ADDED TO THE FEBRUARY 3, 2026 PRE-COMMISSION AGENDA

Business Information

Business Name: NEW START FOOD MART, LLC
 DBA Name: KITCHEN PRIDE FOOD STORE
 Business Type: LLC

Address Information

Location Address: 3101 COLUMBUS RD. MACON GA 31204

Alcohol License Information

License Type: Retail
 Start Date: 02-13-2025
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: City
 Local Jurisdiction: MACON
 Arrest History: No

Licensee Information

Licensee Type: Individual
 Licensee Name: RAMZAN, MUHAMMAD

Additional Information

Primary NAICS: 445120

Officers

RAMZAN, MUHAMMAD
 RAMZAN, MUHAMMAD

Officer or Responsible Party

Both
 Both



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	✓	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800		*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000		Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500		Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100		Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0		Temporary Alcohol License	\$100 ✓
Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.						
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)		

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Select One:

New Business

Change of location

Change of Business

BUSINESS

Federal Tax ID#: 853096522 State Tax ID#: 2032607158

Business Name: New Start Food Mart LLC Corporate and Trade Name: Kitchen Pride

Local Business Address: 3101 columbus RD Macom GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3101 Columbus Rd Macom GA 31204

Local Business Phone #: 4787437756 Email Address: RAMZAN TKD124@gmail.com

Contact Person: MuHAMMAD RAMZEN Contact Phone #: 401 301 1610

AGENT

Agent's Name: MUHAMMAD RANZAN Agent's Title: Owner / Manager

Date of Birth: _____ Social Security Number: _____

Home Address: 4658 Mercer United Dr City: Maccom State: GA Zip: 31210

Home Phone #: _____ Email: Rangan TKD 124@gmail.com

Mailing Address: 4658 Mercer court City: Macom State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the BIBB COUNTY conduct an inquiry and receive
Criminal Justice Agency
any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
.....via:

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

Full Name (Print):	MUHAMMAD RAMZAN		
Address	4658 Mercer university DR Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
M	ASIAN		

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

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

Signature M. Ramzan Date 10-16-25

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

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

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

Agency Designee Signature and Title _____ Date _____

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

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

- 1) ✓ 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: Kitchen Paide

Printed Name of Applicant: MUHAMMAD RAMZAN

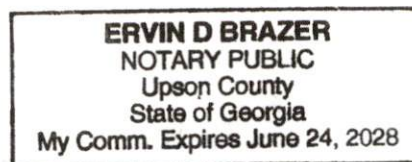
*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20th DAY OF August, 2025.

[Signature]
 NOTARY PUBLIC

June 24, 2028
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: Muhammad Ramzan

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3103 Columbus Road

BUSINESS NAME: New Start Food Mart, LLC (Kitchen Pride)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☐ Comply ☒ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Not Applicable ☒ Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ , but does not comply with other restrictions ☒ Not Applicable
4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.
☐ Comply ☐ Does Not Comply ☒ Not Applicable

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

Date: 8/13/25

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Kitchen Pride (New Start Food Mart LLC)
 #3103 Columbus Road
 1,700' — SCHOOL GROUND property line
 Hartley Elementary
 2,000' — SCHOOL BUILDING
 Hartley Elementary
 6,300' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 17,750' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 5,300' — PUBLIC LIBRARY or BRANCH building
 Library Annex branch - Macon Mall
 1,650' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Anthony Homes
 1,000' — CHURCH (building)
 Greater Ross St. Baptist Church
 #1591 Wellsworth Ave.
 950' — CHURCH GROUNDS
 Great Ross St. Baptist Church
 3,850' — M-B COUNTY RECREATION CENTER property
 Frank Johnson Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant Self-identifies as a:
 "Food Mart"

Just
 OK!
 Paul J. Haniowski
 August 12, 2025

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0259587	Legal Ad - IPL0259587		1.0	29.0L

ATTENTION: Muhammad Ramzan
3101 Columbus Rd
Macon, GA 31204

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:

2.0 insertion(s) published on:

08/01/25 Digital, 08/08/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR beer

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the August 8, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as new start food mart llc, 3101 columbus road. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 1, 2025. muhammad ramzan, Applicant
IPL0259587
Aug 1,8 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Shannon Gray



Shannon Gray

Sherry J Chasteen



Sworn to and subscribed before me on

Aug 8, 2025, 11:04 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2020-1497	PERMIT TYPE:	PU	DATE OF ISSUE:	12/11/2020
ISSUED TO NAME:	Muhammad Ramzan, Kitchen Pride Food Store (c-store w/ alcohol ptg)				
OWNER'S NAME:	4J ASSETS LLC				
PROPOSED USE:	Commercial, Industrial or Institutional Use				
ADDRESS OF PROPOSED USE:	3103 COLUMBUS RD (aka: 3101 COLUMBUS RD)				
NEW CONSTRUCTION:	No				
STRUCTURE TYPE:	Existing, Interior				
MAP/PARCEL:	O081-0095			ZONING DISTRICT:	C-2—General Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area is utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/11/2021 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	New Start Food Mart, LLC	Control Number:	20173162
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	3101 Columbus Rd., Macon, GA, 31204, USA	Date of Formation / Registration Date:	9/17/2020
State of Formation:	Georgia	Last Annual Registration Year:	2025

REGISTERED AGENT INFORMATION

Registered Agent Name: **Muhammad Ramzan**
Physical Address: **3101 Columbus Rd., Macon, GA, 31204, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: Kitchen Paide Name of Corporation: New Start Food Mart LLC

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

Individual:

Name and Title: MuHAMMAD RAMZAN Telephone Number: 478 743 7756

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

Residential Street Address: 4658 Mercer university DR Macom GA 31210
P.O. Box Not Allowed (City State Zip)

Mailing Address: 3101 columbus RD Macom GA 31204
 (City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

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

☐ Limited Partnership (LP)

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

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

☐ Limited Liability Partnership (LLP)

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

☐ Limited Liability Limited Partnership (LLLP)

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

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

☒ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Member(s): 1

○ Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes _____ No _____

○ Shareholder holding _____ % of all outstanding ownership interests.

☐ Publicly Traded Company

○ Corporate Officer: Yes _____ No _____

☐ Other

○ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MUHAMMAD RAMZAN Last Name: _____
Home Address: 465 S Mercer uni dr City: MACON State: GA Zip: 31210
Home Phone #: 401-301-1610 Email: RamzanTKd124@aol.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3101 Calumbar City: MACON State: GA Zip: 31204

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

CERTIFICATION

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

7.12.20

Applicant's Signature

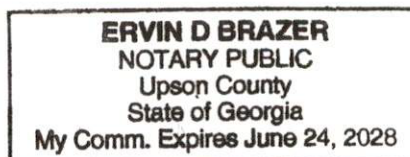
08-20-25

Date

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

This 20th day of August, 20 25.

[Signature]
Notary Public



June 24, 2028
My Commission Expires

Rev. 7/202121

By clicking the link in the email
confirmation we sent you.

CELEBRATE



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MUHAMMAD RAMZAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COU

Date: 2023-09-05

Serial No.

cert_3g4krh3s





Muhammad Ramzan



AH001507

ALCOHOL HANDLER

EXP: 12/31/2026

LOCATION AGREEMENT

THIS AGREEMENT was made and entered into this 29TH day of August 2025, by and between DYNAMIC GAMING LLC, a Georgia corporation, located at 5500 Oakbrook Pkwy Suite 200, Norcross GA 30093 (hereinafter referred to as "Company") and NEW START FOOD MART LLC ("Proprietor") located at KITCHEN PRIDE FOOD STORE- 3101 COLUMBUS RD, MACON, GA 31204 ("Location")

WHEREAS: Company is in the business of providing, servicing, operating, maintaining and repairing bona fide coin-operated amusement machines. Proprietor desires to have Owner's coin-operated amusement machines ("Machines") exclusively at the Location.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, Company and Proprietor agree as follows:

1. **Proprietor's Representations:** Proprietor represents, warrants, and covenants that it owns and operates its business at the Location and that it has all licenses required by law to operate its business at the Location, including the Georgia coin-operated machine license pertaining to the Machines. Proprietor represents, warrants, and covenants that there are no other agreements between Proprietor and any third party relating to the Machines. Proprietor represents, warrants, and covenants that Proprietor is the owner, or the sole lawful tenant, of the Location. Proprietor represents, warrants, and covenants that the undersigned representative is authorized and empowered to enter into this Agreement on behalf of Proprietor.
2. **Proprietor's Duties:** Proprietor shall lease the Machines from the Company for the fee as set forth in paragraph 5 below. Proprietor shall provide space at the Location for the installation and operation of the Machines for the duration of this Agreement and any renewal periods. Proprietor shall ensure that the space is a conspicuous place and is readily accessible to the public patronizing Proprietor's premises. Proprietor shall not reduce the space allocated for the installation and operation of the Machines without the prior written permission of Company.
3. **Company's Rights and Duties Regarding Machines:** Company shall install at the Location the Machines listed on Exhibit A, which is attached to and incorporated in this Agreement for all purposes. Company shall have the sole and absolute discretion to amend this list and to change the type and number of Company Machines that it places at the Location. Company shall service, repair and maintain the Company Machines.
4. **Proprietor's Duties Regarding Machines:** Proprietor shall provide and pay for all necessary electrical power, lighting, computer and/or telecommunication support needed to operate the Machines. Proprietor shall contact Company promptly if the Machines, or anyone of them, needs service or repair. Proprietor shall provide Company with access to the Location at all reasonable times so that Company may exercise its rights and perform its obligations under this Agreement. Proprietor shall promptly notify Company of any change in operating hours. Proprietor shall operate all Machines in a lawful manner.
5. **Sharing of Revenue:** Proprietor and Company shall share net revenue from the Machines. For purposes of this Agreement, "net revenue" means the gross revenue in all Machines minus the dollar amount of the noncash redemptions awarded. Company's share of the net revenue shall be fifty percent which constitutes Proprietor's lease payment to Company under this Agreement and Proprietor's share of the net revenue shall be fifty percent or a split of revenue or a split of revenue as set forth in applicable Georgia law governing Class B bona fide coin operated amusement machines. Company shall have the right to open the Company Machines periodically to determine the gross and net revenue from the Company Machines. Proprietor shall pay the Company's share to Company on a weekly basis or as provided in applicable Georgia law governing Class B bona fide coin operated amusement machines. If Proprietor does not pay the full amount owed pursuant to this Agreement or as required by law, the unpaid balance shall bear interest at the rate of 1.5% per month on the entire amount outstanding until the unpaid balance and interest are paid in full. Proprietor shall be solely responsible for any shortages.
6. **Fees and Taxes:** Each party shall pay its own income taxes own its share of the net revenue. Each party shall pay its own license and permit fees. Within three (3) days of signing this Agreement, Proprietor agrees to complete the application for a location license for the Machines as required by the State of Georgia, pay all necessary fees related thereto, and comply with all laws and regulations related to the operation of these Machines in Proprietor's business.
7. **Exclusive Provider of Machines:** During the Term of Lease (as defined below), Proprietor shall not, on Proprietor's own behalf or on behalf of any firm, partnership, association, corporation or business organization, entity, enterprise, or person, (a) obtain from any other person for placement in any business owned or operated by Proprietor, in whole or in part, any coin-operated amusement machine; or (b) obtain from any other person, maintenance or repair services for any coin-operated amusement machine.
8. **Exclusive Provider of Sweepstakes, Promotion and Raffle Machines:** During the Term of Lease (as defined below), Proprietor shall not, on Proprietor's own behalf or on behalf of any firm, partnership, association, corporation or business organization, entity, enterprise, or person, obtain from any other person, other lawful machines or devices which can be utilized in a promotion, sweepstakes, or raffle circumstance.
9. **Non-solicitation of Company Employees:** During the Term of Lease and for a period of twenty-four (24) months immediately following expiration or termination of the Term of Lease for any reason whatsoever, Proprietor shall not, directly or indirectly, on Proprietor's own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity or enterprise, attempt in any manner to cause or otherwise encourage any employee or agent of Company to leave the employ of Company, and Proprietor shall not, directly or indirectly, on Proprietor's own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity or enterprise, offer employment to and/or hire any employee or agent of Company.
10. **Liquidated Damages:** If Proprietor breaches paragraph 13 of this Agreement, the parties agree that it would be difficult to ascertain the exact damages of the Company and the parties agree that the Company shall be entitled to recover from the Proprietor as liquidated damages an amount equal to fifty percent (50%) of the net revenue (as determined in paragraph 5 above) from all Machines for the period from the date of the Agreement to the date of the breach, divided by the net revenue (as determined in paragraph 5 above) from all Machines for the period from the date of the Agreement until the breach, multiplied by the Company share of net revenue as stated in paragraph 5, multiplied by the number of months remaining on the Term of Lease. The parties agree that this amount is a reasonable estimate of the damages likely to be incurred as a result of any breach and not as a penalty. Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages and that, consequently, Company shall be entitled to immediate injunctive relief to prevent such violation. This remedy shall be in addition to the Company's right to sue for any other legal or equitable relief to which Company may be entitled. Proprietor further agrees that Company shall not be required to post, and Proprietor waives the right to seek, any bond as a condition of Company's obtaining such injunctive relief.
11. **Binding Agreement, Agreement Assignable, and Duty to Obtain Assumption:** This Agreement shall be binding upon the parties and their heirs, successors, executors, administrators and assigns. Company's rights and obligations under this Agreement are assignable without the consent of Proprietor. Proprietor's rights and obligations under this Agreement are assignable only with the prior written consent of Company. If Proprietor intends to sell or otherwise transfer its business to a third party, Proprietorship shall notify Company at least sixty (60) days before final closing and Proprietor shall secure an assumption of this Agreement by the third party. In the event the Proprietor moves its business from the place herein designated as the Location, this Agreement shall remain in full force and effect, at the sole and exclusive option of the Company, at the Proprietor's new place of business.
12. **Term of Lease:** The initial Term of Lease shall be for a period NINETY (90) months from the date of this Agreement, and the Term of Lease automatically shall extend for successive additional period of same term as the initial Term of Lease until either party serves upon the other a Notice of Termination of Lease. Such Notice of Termination of Lease must be served at least thirty days and no later than ninety days after the signing of the Term of Lease. Upon the extension of the Term of Lease, said extension shall be upon the same terms and conditions of this Agreement. The phrase "Term of Lease" shall include extensions of the initial and subsequent periods.

M R

13. **Attorneys' Fees:** If any action at law, or in equity, is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, interest from the due date of payment, court costs, and any other necessary disbursements in addition to any other relief to which it may be entitled.
14. **Duty to Prevent Illegal Use:** Proprietor will use every precaution to prevent the improper or illegal use of the Machines.
15. **Duty to Prevent Loss or Damage:** Proprietor shall use every precaution to prevent robbing, pilfering, damaging, theft, vandalism or destruction of the Machines. Should any loss or damage to any Machine or its contents occur, the amount of such damage or loss shall be immediately paid by the Proprietor to the Company. Proprietor shall insure the Machines to cover theft of or damage to the Machines and shall have the Company named as a Loss Payee in the insurance policy. Proprietor, within thirty (30) days of the signing of this Agreement, shall present proof of the insurance coverage to the Company and the insurance shall be in effect from the first day that the Machines are placed at the Location. Furthermore, Proprietor shall be liable for any loss of revenue owed to Company due to robbing, pilfering, damaging, theft, vandalism, seizure or destruction of the Company Machines.
16. **Proprietor's Duty to Maintain Machines:** Proprietor shall always keep the exterior surfaces of the Machines (including all controls, screens, plastic, wood, metal and cloth surfaces) clean and attractive.
17. **Applicable Law:** The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
18. **Invalid Provisions:** If any portion of this Agreement for any reason is declared invalid by a court, such decision shall not affect the validity of any remaining portion, and the remaining portion will remain in full force and effect as if this Location Agreement had been executed with the invalid portion eliminated. Furthermore, if any terms of this agreement are inconsistent with or different from any terms required by law, either now or in the future, a governing the relationship between the parties with respect to bona fide coin operated amusement machines, then the terms required by such law, including any additional responsibilities required, shall govern and be controlling as the obligations of the parties.
19. **Notices:** Any notices, requests, documents or other communications pertaining to this Agreement must be given by depositing the same in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the respective parties and at the addresses specified on the first page of this Agreement.
20. **Entire Agreement:** This Agreement is the only agreement of the parties relating to the subject matter hereof and there is no collateral agreement (oral or written) between the parties in any manner relating to the subject matter hereof.
21. **Amendment:** Company shall have the right to amend this Agreement at any time and from time to time as Company determines in its sole and absolute discretion and any such amendment shall be effective on the eighth day after Company sends notice of the amendment to Proprietor if Proprietor does not provide notice to Company within seven days from the date of Company's notice stating Proprietor's objections to the amendment. Otherwise, this Agreement shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by the parties.
22. **Waiver:** The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.
23. **Ownership of Company Machines:** Legal title and ownership of the Company Machines is vested in the Company, and Proprietor shall not remove any Company Machine from the Location, and Proprietor shall not permit the removal of, any Company Machine from the Location except by the Company. If the Proprietor receives a dispossession notice from the landlord, the Proprietor shall inform the Company of this fact immediately. Proprietor shall inform the landlord in writing that the Company owns, and has legal title to, the Company Machines.
24. **THE PARTIES FURTHER AFREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR BEACH THEREOF SHALL BE RESOLVED BY ARBITRATION ADMINISTERED BY A GEORGIA OFFICE OF ALTERNATIVE DISPUTE RESOLUTION REGISTERED NEUTRAL IN ACCORDANCE WITH ITS RULES. THE PARTIES EXPRESSLY WAIVE ANY CHALLENGE TO THE USE OF ARBITRATION. THE PARTIES AGREE THAT THE LOCALE WHERE THE ARBITRATION SHALL BE HELD SHALL BE IN FULTON COUNTY, GEORGIA. THE AWARD MADE BY THE ARBITRATOR(S) MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. THE ARBITRATOR(S) IS/ARE DIRECTED TO AWARD THE EXPENSES OF ARBITRATION, INCLUDING REQUIRED TRAVEL AND OTHER EXPENSES OF THE ARBITRATOR (S, REPRESENTATIVE AND WITNESS, THE FILING FEE, ADMINISTRATIVE FEES, AND REASONABLE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY IN THE ARBITRATION.**
25. **Representation of Compliance with Law:** THE COMPANY WARRANTS THAT THE COIN-OPERATED AMUSEMENT MACHINES IT IS PROVIDING TO THE PROPRIETOR FOR USE IN PROPRIETOR'S STORES IN GEORGIA ARE LAWFUL PER SE PURSUANT TO O.C.G.A. §16-12-35(a) THROUGH (j), BECAUSE THE MACHINES ALLOW THE PLAYER TO USE SOME SKILL IN PLAYING THE MACHINES. THEREFORE, THE COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE PROPRIETOR OF AND FROM ALL CLAIMS, DEMANDS AND OTHER ACTIONS RELATING TO THE LEGALITY OF THE GAMES OR MACHINES THEMSELVES. PROPRIETOR AGREES TO OPERATE THE MACHINES IN COMPLIANCE WITH O.C.G.A. §16-12-35(a) THROUGH (j), INCLUDING MAKING SURE THAT THE MACHINES OR PROPRIETOR REWARD A PLAYER EXCLUSIVELY WITH NONCASH MERCHANDISE, PRIZES, TOYS, GIFT CERTIFICATES, OR NOVELTIES, EACH OF WHICH HAS A WHOLESALE VALUE OF NOT MORE THAN \$5.00 RECEIVED FOR A SINGLE PLAY OF THE GAME. A PLAYER MAY ACCUMULATE WINNINGS THROUGH TOKENS, VOUCHERS, POINTS, OR TICKETS AND MAY REDEEM THESE ACCUMULATED TOKENS, VOUCHERS, OR TICKETS FOR NONCASH MERCHANDISE SO LONG AS THE AMOUNT RECEIVED DOES NOT EXCEED \$5.00 FOR A SINGLE PLAY. THE PROPRIETOR ACKNOWLEDGES AND AGREES THAT MONIES MAY NEVER BE PAID OR REWARDED TO THE PLAYER. FURTHER, THE PROPRIETOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY OF AND FROM THE FAILURE TO OPERATE THE MACHINES IN COMPLIANCE WITH THE LAW, AND ALL CLAIMS, DEMANDS AND OTHER ACTIONS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE, OPERATION, LOCATION AND/OR OCCURRENCES INVOLVED WITH THE USE OF THE MACHINES ON THE PART OF THE PROPRIETOR OR ITS AGENTS, EMPLOYEES, INVITEES AND/OR CUSTOMERS, AND TO PAY ALL DAMAGES ARISING THEREFROM INCLUDING LOSS OF INCOME FROM ANY MACHINE WHICH IS REMOVED, DAMAGED OR DESTROYED, AND THE VALUE OF ANY MACHINE WHICH IS DESTROYED.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written, and each hereby acknowledges receipt of a completed copy hereof.

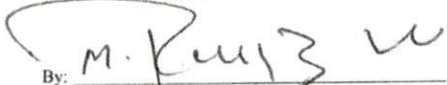
COMPANY:

DYNAMIC GAMING LLC

By:  (SEAL)
Print Name: Eshan Hudmani

PROPRIETOR:

NEW START FOOD MART LLC

By:  (SEAL)
Print Name: Muhammad Ramzan

Personal Guarantee

The undersigned, as an individual and not in any representative capacity, hereby personally, unconditionally, and irrevocably guarantees the full and timely performance of all obligations, covenants, and payments of Proprietor under this Agreement. This personal guarantee is a continuing guarantee and shall remain in full force and effect for the entire term of this Agreement, including any extensions or renewals thereof, and until all obligations of Proprietor hereunder have been fully satisfied. The Guarantor waives notice of acceptance, default, demand, protest, and all other notices, and agrees that Company may proceed directly against the Guarantor without first exhausting remedies against Proprietor. This guarantee shall bind the Guarantor's heirs, executors, administrators, successors, and assigns.

Guarantor:

M. I. Ramzan (Seal)
Print Name: MUHAMMAD RAMZAN

STATE OF GEORGIA

COUNTY OF Bibb

On this 26 day of Sept, 2025 before me personally appeared Muhammad Ramzan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie Thompson
Notary Public

My Commission Expires: _____



**A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT**

Martin Snow, LLP
4025 Vineville Avenue
Macon, Georgia 31210
478-749-1753 fax: 478-475-9901

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.

4. ☐ VA 5. ☐ CONV. INS.

6. File Number:

69330.3101 KP

7. Loan Number:

8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Borrower: 3101 Columbus Capital, LLC

E. Seller: Futuro 2 Investment, LLC

F. Lender:

G. Property: 3103 Columbus Road
Macon, Bibb County, Georgia 31204
Land Lot 26, MRW District, Lot A and Lot B, John A. Berkner Property, Bibb County, Georgia

H. Settlement Agent: Martin Snow, LLP

Place of Settlement: 4025 Vineville Avenue, Macon, Georgia 31210

I. Settlement Date: September 26, 2025

J. Summary of Borrower's Transaction
100. Gross Amount Due From Borrower:

101. Contract Sales Price	190,000.00
102. Personal Property	
103. Settlement Charges to Borrower (line 1400)	2,100.64
104. .	

Adjustments for Items Paid by Seller in Advance:

106. City / Town Taxes	
107. County / Parish Taxes Sep 27, 2025 thru Dec 31, 2025	800.64
108. Assessments	
109. .	
110. .	
111. .	
112. .	
113. .	

120. Gross Amount Due from Borrower: 192,901.28

200. Amounts Paid by or in Behalf of Borrower:

201. Deposit / Earnest Money	90,000.00
202. Principal Amount of New Loan	100,000.00
203. Existing Loan(s)	
204. .	
205. .	
206. .	
207. .	
208. .	

Adjustments for Items Unpaid by Seller:

210. City / Town Taxes	
211. County / Parish Taxes Jan 1, 2025 thru Sep 26, 2025	
212. Assessments	
213. .	
214. .	
215. .	
216. .	

220. Total Paid by / for Borrower: 190,000.00

300. Cash at Settlement from / to Borrower:

301. Gross Amount due from Borrower (line 120)	192,901.28
302. Less Amount Paid by/for Borrower (line 220)	190,000.00

303. Cash From Borrower: \$2,901.28

K. Summary of Seller's Transaction
400. Gross Amount Due To Seller:

401. Contract Sales Price	190,000.00
402. Personal Property	
403. .	
404. .	

Adjustments for Items Paid by Seller in Advance:

406. City / Town Taxes	
407. County / Parish Taxes Sep 27, 2025 thru Dec 31, 2025	800.64
408. Assessments	
409. .	
410. .	
411. .	
412. .	
413. .	

420. Gross Amount Due to Seller: 190,800.64

500. Reductions in Amount Due to Seller:

501. Excess Deposit (see instructions)	
502. Settlement Charges to Seller (Line 1400)	3,194.09
503. Existing Loan(s)	
504. Payoff of First Mortgage	
505. Payoff of Second Mortgage	
506. Purchase Money Mortgage	100,000.00
507. .	
508. .	

Adjustments for Items Unpaid by Seller:

510. City / Town Taxes	
511. County / Parish Taxes Jan 1, 2025 thru Sep 26, 2025	
512. Assessments	
513. .	
514. .	
515. .	
516. .	

520. Total Reductions in Amount Due Seller: 103,194.09

600. Cash at Settlement to / from Seller:

601. Gross Amount due to Seller (line 420)	190,800.64
602. Less Reductions Amount due Seller (line 520)	103,194.09

603. Cash To Seller: \$87,606.55

Settlement Date: September 26, 2025

File Number: 69330.3101 KP

L. Settlement Charges						Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price \$190,000.00 Division of Commission as follows							
701.							
702.							
703. Commission Paid at Settlement							
800. Items Payable in Connection with Loan:							
801. Loan Origination Fee							
802. Loan Discount							
803. Appraisal Fee							
804. Credit Report							
805. Lender's Inspection Fee							
806. Mortgage Insurance Application Fee							
807. Assumption Fee							
808.							
809.							
810.							
811.							
812.							
813.							
900. Items Required by Lender to be Paid in Advance:							
901. Daily interest charge from Sep 26, 2025 to Oct 1, 2025 @ 26.0274 / day to Futuro Investment 2, LLC						130.14	
902. Mortgage Insurance Premium							
903. Hazard Insurance Premium							
904. Flood Insurance Premium							
1000. Reserves Deposited with Lender:							
1001. Hazard Insurance							
1002. Mortgage Insurance							
1003. City Property Taxes							
1004. County Property Taxes							
1005. Annual Assessments							
1100. Title Charges:						750.00	
1101. Settlement or Closing Fee to Martin Snow, LLP							
1102. Abstract or Title Search							
1103. Title Examination to Martin Snow, LLP						250.00	
1104. Title Insurance Binder							150.00
1105. Document Preparation/Title Cleanup to Martin Snow, LLP							
1106. Notary Fees							
1107. Attorney Fees (includes above item numbers:							
1108. Title Insurance to First American Title Insurance Company (includes above item numbers:						700.00	
1109. Lender's Coverage 100,000.00 Risk Rate Premium: \$200.00							
1110. Owner's Coverage 190,000.00 Risk Rate Premium: \$500.00							
1111. Technology Fee to Martin Snow, LLP						30.00	
1112. Fed Ex Fees							
1200. Government Recording and Transfer Charges:							
1201. Recording Fees: Deed 25.00 Mortgage 25.00 Releases 0.00						50.00	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00							
1203. State Tax/Stamps: Deed 190.00 Mortgage 0.00						190.00	
1204.							
1205. eFiling fee to Clerk of Court						0.50	
1300. Additional Settlement Charges:							
1301. Survey							
1302. Pest Inspection							3,044.09
1303. 2025 Taxes to Bibb County Tax Commissioner							
1304. .							
1305. .							
1306. .							
1307. .							
1308. .							
1309. .							
1310. .							
1311. .							
1312.							

Page 29

Settlement Date: September 26, 2025

File Number: 69330.3101 KP

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

Martin Snow, LLP

4025 Vineville Avenue

Macon, Georgia 31210

478-749-1753 fax: 478-475-9901

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

3101 Columbus Capital, LLC
Borrower: M. Ramzan
Muhammad Ramzan, Sole Member

Futuro 2 Investment, LLC
Seller: Salim Lalani
Salim Lalani, Member/Manager

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

Settlement Agent: Benjamin F. McElreath, Jr.

Date: September 26, 2025

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Agent Certification

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

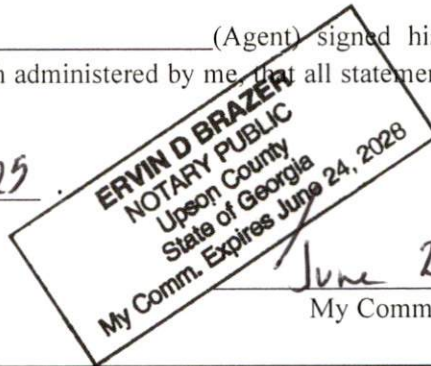
Agent's Signature: [Signature] Date: 08-20-25

Business Name: New Start Food mart LLC

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

This 20th day of August, 2025

[Signature]
Notary Public



June 24, 2028
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: [Signature] Date: 08-20-25
(If different from Agent)

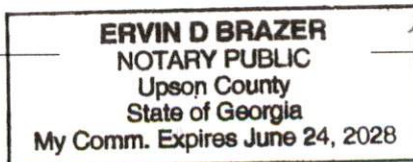
Title: KITCHEN PRIDE

Business Name: New Start Food mart LLC

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

This 20th day of August, 2025

[Signature]
Notary Public



June 24, 2028
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: New Start Food Mart LLC

Business Address: 3101 Columbus RD Macon GA 31204

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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

10-16-25

Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name: Kitchen Pride

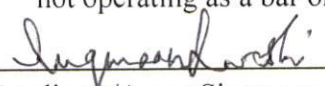
Business Address: 3101 columbus Road Macon GA 31204

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


Code Enforcement Department Designee

10/16/25
Date

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


Applicant/Agent Signature

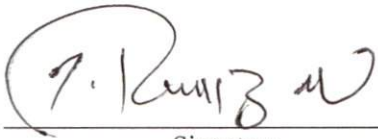
10/16/2025
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Signature

muhammad Ruzar

Print Name

10-16-25

Date



Alcohol License Questionnaire

Name of Business: New Start Food Mart LLC
 Owner's Name: MUHAMMAD RAMZAN
 Address: 3101 Columbus Rd
Macom GA 31504

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?

\$ 190,000

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

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

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

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

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

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


 Signature

Muhammad Ramzan
 Print Name

10-16-25
 Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

478-8030470 com29 security

Macon-Bibb County

Certificate of Good Standing

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

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

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

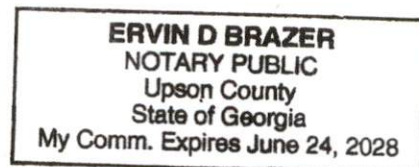
Muhammad Ramzan T. Ramzan
Print and Sign Name

Sworn to and subscribed before me this

20th day of August, 2025.

E. B.
Notary Public

My Commission Expires: June 24, 2028



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: Muhammad Ramzan - Biding Owner
2. Name of the subject of this Certificate, if different from the applicant: Kitchen Paide
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.

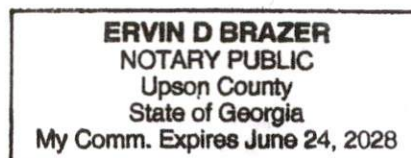
Muhammad Ramzan M. Ramzan
Print and Sign Name

Sworn to and subscribed before me this

20th day of August, 20 25.

[Signature]
Notary Public

My Commission Expires: June 24, 2028





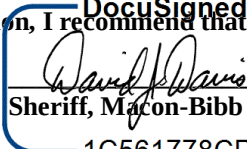
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Muhammad Ramzan – Fingerprints Completed: 11.11.2025

Business Name: New Start Food Mart LLC DBA Kitchen Pride

Business Address: 3101 Columbus Rd Macon GA 31204

After investigation, I recommend that the license requested herein be:		
Granted		11/24/2025
	Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414...	
	Sheriff, Macon-Bibb County, Georgia	Date

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

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



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 1/28/2026 (Date) SD (Initials)

Comments

After review, legal recommends denial of this application based a recent inspection by Code Enforcement where the business was found to be operating as a Vice Mart.

Initials

SF (Initial)
Stephanie Freeman, Administrative Office Specialist

ADDED TO THE FEBRUARY 3, 2026 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	<u>\$800</u>	Wine Packaged to Go	<u>\$700</u>
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	*Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	Temporary Alcohol License	<u>\$100</u>
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 334318326 State Tax ID #: 309041617
 Business Name: A I Stop Corporate and Trade Name: QUICK FUEL 2025 INC
 Local Business Address: 1193 Wesleyan Dr, Suite A, Macon, GA, 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 1193 Wesleyan Dr, Suite A, Macon, GA, 31210
Street Address (City State Zip)
 Local Business Phone #: 478-733-9487 Email Address: Fuelnshop211@gmail.com
 Contact Person: Nileshkumar Patel Contact Phone #: 478-733-9487

AGENT

Agent's Name: Nileshkumar Patel Agent's Title: owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 359 Eagle Ridge Rd City: macon State: GA Zip: 31216
 Home Phone #: 478-733-9487 Email: Fuelnshop211@gmail.com
 Mailing Address: 1193 Wesleyan Dr City: macon State: GA Zip: 31210
Suite A

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: Nileshkumar Patel Title: owner
 Home Address: 359 Eagle Ridge Rd City: macon State: GA Zip: 31216
 Home Phone #: 478-733-9487 Email: Fuelnshop211@gmail.com
 Mailing Address: 1193 Wesleyan Dr City: macon State: GA Zip: 31210
Suite-A

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the Nileshkumar Patel conduct an inquiry and receive
Criminal Justice Agency
any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:

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

Full Name (Print):	<u>Nileshkumar Dineshkumar Patel</u>		
Address	<u>359 Eagle Ridge Rd, Macon, GA, 31216</u>		
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Asian</u>		

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

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

Deputy 12/9/25
Signature Date

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

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

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

Agency Designee Signature and Title _____ Date _____

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

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

1) _____ 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: A 1 Stop

Printed Name of Applicant: Nileshkumar Patel

*Signature of Applicant: *Nileshkumar Patel*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 9th DAY OF December, 2025.

[Signature]
 NOTARY PUBLIC

February 1st, 2026
 MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response Details

Case Verification
Number: 0025349175023WX
Country of Birth: IND - INDIA
Employment Authorization Document (EAD)
Expiration Date: 06/15/2029
Provision of Law Code: C14

Agency Submitted Details

Full Name: Nileshkumar D Patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Initiated On: 12/15/2025
Initiated By: JWES0305
Point of Contact Name: Jasmine West
Point of Contact Phone Number: (478) 310-2174
Requested Benefits: Occup. Tax Cert.
Attached Document: No

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Browser Support](#) [Plug-ins](#) [Site Map](#) [V37.1 ICA](#) [V38 ICA - Draft](#)



U.S. Citizenship and Immigration Services

MEASUREMENT FORM

Retail Sales of BEER AND WINE Packaged to Go Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: NILESHKUAR PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1193 WESLEYAN DR, SUITE A, MACON, GA31210

BUSINESS NAME: A1 STOP

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply

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

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

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

Date: 10/6/25

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

A 1 - Stop
 # 1193 Wesleyan Drive
 316.14' — SCHOOL GROUND property line
 1,100' — Springdale Elementary School
 SCHOOL BUILDING
 9,000' — Springdale Elementary School
 COLLEGE CAMPUS property line
 34,900' — Miller - Mott Technical College
 ALCOHOLIC TREATMENT CENTER building
 9,600' — River Edge - Emory Hwy.
 PUBLIC LIBRARY or BRANCH building
 # 5494 Forsyth Road
 9,300' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Northside Senior Village
 2,500' — CHURCH (building)
 Lundy Chapel Missionary Baptist
 2,300' — CHURCH GROUNDS
 Lundy Chapel Missionary Baptist
 10,700' — M-B COUNTY RECREATION CENTER property
 Theron Vassery Park Community Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

Just
 OK!
 Paul J. Hoinowski
 October 3, 2025

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0267234	Legal Ad - IPL0267234		1.0	29.0L

ATTENTION: Nileshkumar Patel
1193 Wesleyan Dr Suite A
Macon, GA 31210
FuelNShop211@gmail.com

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:

2.0 Insertion(s) published on:
08/27/25 Print, 09/03/25 Print

GEORGIA, BIBB COUNTY**NOTICE OF INTENT TO FILE REQUEST FOR Beer and wine**

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 3, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as A1stop, 1193 wesleyan dr suite A macon,ga 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 27, 2025. Nileshkumar patel, Applicant
IPL0267234
Aug 27, Sep 3 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Shannon Gray



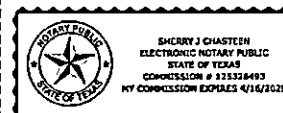
Shannon Gray

Sherry J Chasteen



Sworn to and subscribed before me on

Sep 4, 2025, 2:39 PM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®



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

ZONING COMPLIANCE

PERMIT NO: ZC-2025-2016	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/22/2025
PARCEL NO: L042-0012	ZONING DISTRICT: C-5	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Nileshkumar Patel A1 stop (quick fuel 2025 inc)	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	1193 wesleyan dr Suite A	
PROPERTY OWNER'S NAME:	THREE BROTHERS GROUP LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Approval is granted for a fueling center with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. No more than six (6) amusement or gaming machines are authorized by this approval and the floor area as utilized by these machines or their patrons shall be less than thirty (30) percent of the gross floor area of the establishment; should the machines and their patrons occupy more than this or should there be more than six (6) machines, a separate application for an amusement facility/indoor recreation facility is required. All other tenant spaces require separate zoning application. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/22/2026

APPROVED BY: *Nat Edelman*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Quick Fuel 2025 INC	Control Number:	25061850
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	1193 Wesleyan Dr, Suite A, Macon, GA, 31210, USA	Date of Formation / Registration Date:	3/26/2025
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **NILESHKUMAR PATEL**
Physical Address: **359 EAGLE RIDGE RD, MACON, GA, 31216, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: A1 STOP Name of Corporation: QUICK FUEL 2025 INC

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

Individual:

Name and Title: Nileshkumar Patel (owner) Telephone Number: 478-733-9487

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 359 Eagle Ridge Rd Macon, GA 31216

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

Mailing Address: 1193 Wesleyan Dr Suite A Macon, GA 31210
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

o General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)

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

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

☐ Limited Liability Partnership (LLP)

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

☐ Limited Liability Limited Partnership (LLLP)

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

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

☐ Limited Liability Company (LLC)

o Managing Member, Total number of Managing Member(s): _____

o Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company

o Corporate Officer: Yes ☒ No _____

o Shareholder holding 100 % of all outstanding ownership interests.

☐ Publicly Traded Company

o Corporate Officer: Yes _____ No _____

☐ Other

o Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Nileshkumar Last Name: Patel
Home Address: 354 Eagle Ridge Rd City: macon State: GA Zip: 31216
Home Phone #: 478-733-9487 Email: fuelnshop211@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1193 Wesleyan Dr Suite A City: macon State: GA Zip: 31210

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

CERTIFICATION

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

[Signature]

Applicant's Signature

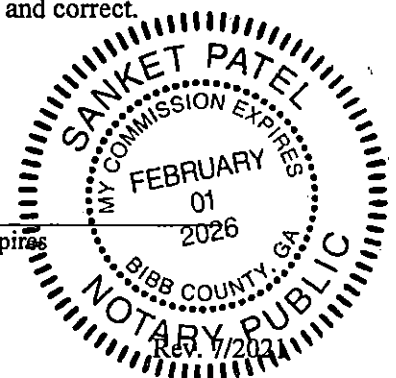
12/9/25
Date

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

This 9th day of December, 20 25.

[Signature]
Notary Public

My Commission Expires





Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

NILESHKUMAR PATEL

Course Completion

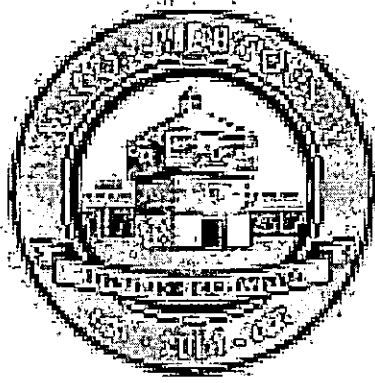
MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-08-29

Serial No.

cert_v71gww1y





Nileshkumar D Patel



AH001622

ALCOHOL HANDLER

EXP: 12/31/2026

COMMERCIAL REAL ESTATE LEAS CONTRACT

THIS AGREEMENT, made effective the 1st day of JULY , 2025, by and between **THREE BROTHERS GROUP LLC** , a Georgia limited liability company with an address of **1193 WESLEYAN DRIVE , MACON , GA , 31210** ("Landlord") **QUICK FUEL 2025 INC (DBA-A1 STOP)** and and Personal **NILESH KUMAR PATEL** , a Georgia limited liability company with an address of **359 EAGLE RIDGE RD , MACON , GA 31216** , ("Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, property and improvements located at **1193 WESLEYAN DRIVE , MACON , GA , 31210** , ("Tenant"), and more particularly described in Exhibit "A" (the "Premises").

2. **Term of Lease.** The Term of this Lease shall commence on the 1st day of JULY 2025 and, unless sooner terminated as hereinafter provided, shall expire on the 30th day of JUNE 2030 . This Lease may be renewed, unless terminated sooner as provided hereinafter, for additional Five- year term ("Renewal Term") by Tenant provided Tenant is not in default at time of notice and renewal date. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the Term.

3. **Rental.** (a) Tenant agrees to pay Landlord, by payments at Landlord's **1193 WESLEYAN DRIVE , MACON , GA , 31210** , or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Years 1-5 \$ 10,000.00 per month.

An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease.

4. **Utility Bills and Taxes.** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light, and heat for the leased

Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. Tenant shall bear and pay all ad valorem and other taxes levied against the Premises, fixtures, personal property or the business operated by Tenant. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other amounts due, Landlord may pay same and such payment may be added to the rent next due.

5. Use of Premises. The Premises shall be used for a Convenience Fort Provision Store only and the retail sale of and other petroleum products. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition. Landlord shall not allow a gaming machines for use on the Premises with the Tenant provided they are operated within the appropriate governing laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. Operation of the Premises. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least 6 a.m. – 9 p.m., seven days per week; and (7) comply with all requests necessary to keep the then existing brand (currently Sunoco) at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel. Tenant shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event, Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended with the rent payment next due.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment upon the Premises shall be removed from the Premises.

8. **Repairs and Maintenance.** Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or the equipment.

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

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

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

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (4) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

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

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

10. **Destruction of or Damage to Premises.** If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, this Lease shall not terminate, and rental shall not abate and Landlord shall restore Premises to substantially the same condition as existed before damage as speedily as practicable.

11. **Indemnification of Landlord Against Loss or Claim.** Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,500,000.00 single limit coverage for each accident or occurrence, and not less than \$300,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. This indemnity shall survive the termination of this Lease.

12. **Insurance of the Premises.** Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost keep the entire building and improvements located on the Premises insured through an insurance company licensed to do business in the State of Georgia and in the amount of one hundred percent (100%) of the insurable value thereof. Such policies shall provide for payment of loss thereunder to Landlord, Tenant, and any mortgagee or mortgagees as their interest may appear and shall be delivered to Landlord, such mortgagee or mortgagees, or any assignee of Landlord or any mortgagee, if so requested. A certificate of insurance shall be delivered to Landlord annually. Such certificate shall provide that Landlord is an additional insured under the policy and that policies may not be cancelled without 30 days prior written notice to Landlord. Such policies shall provide for insurance coverage against such risks as are or shall be customarily covered with respect to buildings and improvements similar to construction, general location,

use, and occupancy to the building then on the Premises, but not less than those which are included in the usual eight point fire insurance policy in the Georgia standard form or extended coverage insurance policy, including fire, windstorm, hail, civil commotion, collapse of building, explosion, riot, damage from aircraft and vehicles, smoke and glass, vandalism, and malicious mischief.

13. Governmental Orders. Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

14. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. Assignment and Subletting. Tenant may assign and/or sublet this Lease with the prior written consent of Landlord, but Tenant shall remain liable under this lease and the successor in interest must also sign an assignment and assume all liabilities.

16. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in paragraph 6 and not cleared the default after given twenty day written notice; **OR IF THE BUSINESS OPERATED UPON THE PROPERTY IS DEBRANDED FROM THE APPLICABLE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT;** or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Supply Agreement for the Premises or causes through its acts of omissions an actual or threatened debranding of the Premises by the then current supplier or brand, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the

Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from his obligation to pay the full Rent due for the entire period of the then existing Term or Renewal Term.

17. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an subordination, non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

Tenant agrees, from time to time and within 10 business days after written request by Landlord, to deliver to Landlord's lender or prospective purchaser of the Premises, an estoppel certificate stating, to the best of the knowledge of Tenant's manager of the Premises, such factual matters pertaining to this Lease as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises or of any interest therein.

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

20. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

21. **Attorney's Fees and Homestead.** If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. **Security Deposit.** Tenant shall deposit with Landlord one month's rent in the amount of \$0.00 Zero at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security deposit towards the rental amount and Tenant must refresh the Security Deposit with Landlord upon request.

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

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

25. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

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

27. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall also include Tenant's

assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

28. Additional Provisions.

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

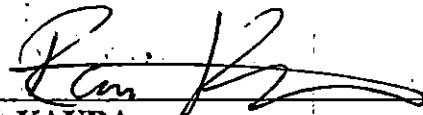
28.2. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

28.3 Tenant agrees to be bound by the contract of fuel rights with PETRO SOUTH PETROLEUM LLC . (attached as Exhibit "B"). Tenant shall abide by the terms of said agreement for the duration of its lease term. Landlord has the unilateral right to change brands and Tenant agrees to abide by the terms of any successor agreement.

29. Guaranty. The Lease will be separately **Guaranteed** **NILESH KUMAR PATEL** at 1 # **359 EAGLE RIDGE RD, MACON, GA, 31216**

**WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE
WRITTEN.**

**LANDLORD:
THREE BROTHERS GROUP LLC**

By:  (L.S.)
RAVI KAURA

**TENANT:
QUICK FUEL 2025 INC**

By:  (L.S.)
NILESH KUMAR PATEL Sole Member

Guaranty By : 
NILESH KUMAR PATEL

EXHIBIT "A"

This property is currently designated as **1193 WESLEYAN DRIVE , MACON , GA , 31210**
("Tenant"),
Tax Parcel # L0420012

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: *Sanket Patel* Date: 12/9/25

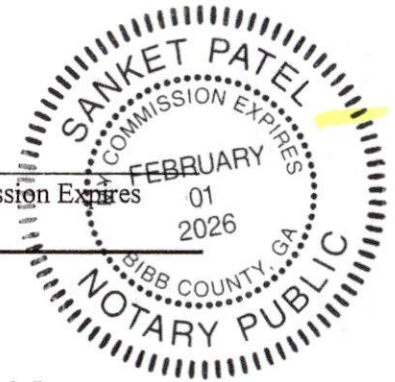
Business Name: A I STOP

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

This 9th day of December, 2025.

Sanket Patel
Notary Public

My Commission Expires



Ownership/Individual Certification

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

Individual/Owner's Signature: *Sanket Patel* Date: 12/9/25
(If different from Agent)

Title: owner

Business Name: A I STOP

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

This 9th day of December, 2025.

Sanket Patel
Notary Public

My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: A 2 Stop

Business Address: 1193 Wesleyan Dr Suite A, Macon, GA 31210

Instructions:

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

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

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

Definitions:

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

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

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

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

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

Parvathy
Applicant/Agent Signature

12/9/25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
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Instructions:

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

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

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

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

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

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name: A 2 stop

Business Address: 1193 Wesleyan Dr Suite A, Macon, GA, 31210

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

Sgt. Dennis Marshall
Code Enforcement Department Designee

11/25/2025
Date

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

[Signature]
Applicant/Agent Signature

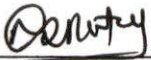
12/19/25
Date

Applicant Privacy Rights Notification Signature Form

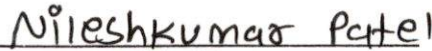
Applicant Notification and Record Challenge:

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

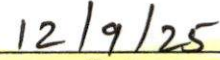
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature



Print Name



Date



Alcohol License Questionnaire

Name of Business: A 1 Stop
 Owner's Name: Nileshkumar Patel
 Address: 1193 Wesleyan Dr Suite A
Macon, GA, 31210

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

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

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

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

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

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

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

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

Nileshkumar Patel

Signature

Nileshkumar Patel

Print Name

12/9/25

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name:

A 2 STOP

Business Address:

1193 Wesleyan Dr Suite A, Macon, GA 31210

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

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

Orntey

Applicant/Agent Signature

12/9/25

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1.Name and Title of the applicant: Niteshkumar Patel

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

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

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

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

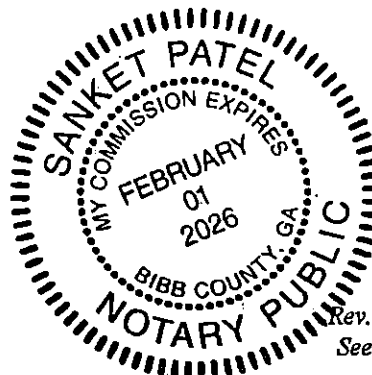
5.I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on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

Niteshkumar Patel Patel
Print and Sign Name

Sworn to and subscribed before me this

9th day of December, 2025

[Signature]
Notary Public
My Commission Expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Three Brothers group LLC

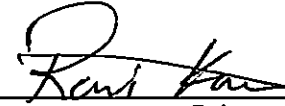
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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



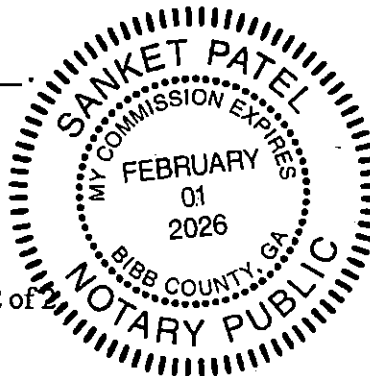
 Print and Sign Name

Sworn to and subscribed before me this

9th day of December, 2025


Notary Public

My Commission Expires:





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

Business Information

Business Name: QUICK FUEL 2025 INC
 DBA Name: A 1 STOP
 Business Type: Corporation

Address Information

Location Address: 1193 WESLEYAN DR MACON GA 31210-2211

Alcohol License Information

License Type: Retail
 Start Date: 09-12-2025
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

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

Licensee Information

Licensee Type: Individual
 Licensee Name: PATEL, NILESHKUMAR

Additional Information

Primary NAICS: 457110

Officers	Officer or Responsible Party
PATEL, NILESHKUMAR	Officer
PATEL, NILESHKUMAR	Officer

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: _____ Name of Corporation: _____

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

Individual:

Name and Title: _____ Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

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

Mailing Address: _____

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

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: A I STOP

Printed Name of Applicant: Niteshkumar Patel

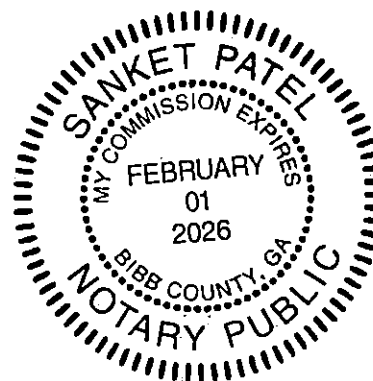
*Signature of Applicant: *Niteshkumar Patel*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 9th DAY OF December, 2025.

[Signature]
 NOTARY PUBLIC

February 2nd 2026
 MY COMMISSION EXPIRES





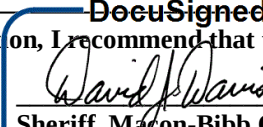
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Nileshekumar D Patel – Fingerprints not required

Business Name: Quick Fuel 2025 Inc DBA A1 Stop

Business Address: 1193 Wesleyan Dr Suite A Macon, GA 31210

Signed by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	12/26/2025 Date
Denied	1C561778CDEE414...	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 1/28/2016 (Date) DS (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE FEBRUARY 3, 2026 PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
✓ *Distilled Spirits C.O.P.	\$2,900	✓ *Malt C.O.P.	\$800	✓ *Wine C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Alcohol Beverage Caterer	\$600
Sunday Sales	\$300	Brown Bag	\$0	✓ Temporary Alcohol License	\$100
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees.					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 41-3141056 State Tax ID#: _____

Business Name: Capitol Theatre Operations, LLC Corporate and Trade Name: _____

Local Business Address: 382 2nd St, Macon, GA 31207

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

Mailing Address: 382 2nd St, Macon, GA 31207

Street Address (City State Zip)

Local Business Phone #: _____ Email Address: hall_mr@mercer.edu

Contact Person: Matthew R. Hall Contact Phone #: (478) 301-2190

AGENT

Agent's Name: Jake "Hubble" Beasley Agent's Title: General Manager

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

Home Address: 175 Florida Avenue City: Macon State: GA Zip: 31204

Home Phone #: 478-718-9109 Email: hubble@capitoltheatremacon.com

Mailing Address: 175 Florida Avenue City: Macon State: GA Zip: 31204

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: The Corporation of Mercer University Title: Sole Managing Member

Home Address: 1501 Mercer University Drive City: Macon State: GA Zip: 31207

Home Phone #: (478) 301-2190 Email: hall_mr@mercer.edu

Mailing Address: 1501 Mercer University Drive City: Macon State: GA Zip: 31207

Rev. 12/24

Name-Based Criminal History Record Information Consent/Inquiry From

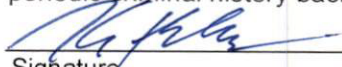
I hereby give consent for the _____ conduct an inquiry and receive
 _____ Criminal Justice Agency
 any Georgia criminal history record information pertaining to me which may be contained in the files of any state or
 local criminal justice agency in Georgia. I further authorize the B.C.S.O. to relay that information to Requesting Entity:
 _____ via:

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

Full Name (Print):	Jake Hubble Beasley		
Address	175 Florida Avenue, Macon, GA 31204		
Sex	Race	Date of Birth	Social Security Number
Male	White		

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

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

 12/19/25
 Signature Date

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

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

Purpose Code used: (Check all that apply)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P)- Provides Georgia Felony Convictions Only
☐	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
☐	Civilian Criminal Justice (J)- State and Ill Info Received
☐	Sworn Criminal Justice Employment (Z) - State and Ill Info received

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

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

Agency Designee Signature and Title _____ Date _____

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

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

- 1) 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.

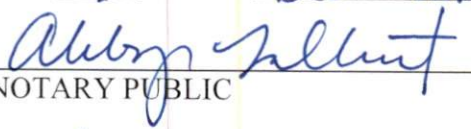
Business Name: Capitol Theatre Operations, LLC

Printed Name of Applicant: Jake Hubble Beasley

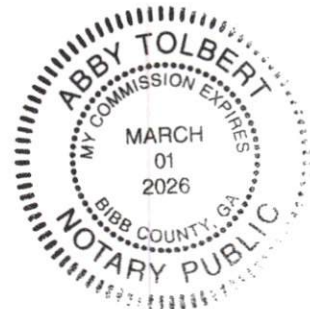
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19 DAY OF December, 2025.


 NOTARY PUBLIC

03/01/2026
 MY COMMISSION EXPIRES



MEASUREMENT FORM

**Retail Sales of Beer, Wine and Melt Beverages
Consumption on the premises
Includes Brewpubs
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: Abby Tolbert

PROPOSED LICENSE: BEER, WINE and Melt Beverages ONLY CONSUMED ON PREMISES

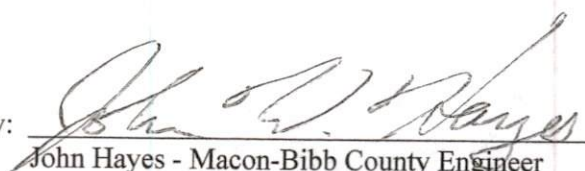
BUSINESS LOCATION: 382 Second Street, Macon GA

BUSINESS NAME: Capitol Theatre Operations, LLC

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of the building housing a state or county owned and operated alcoholic treatment center or a housing authority property measured and found to be more than 300 ft.

 x Comply Does not comply

By: 
John Hayes - Macon-Bibb County Engineer

Date: 1/5/26

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Capitol Theatre Operations LLC

#382 Second Street

3,400' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,050' — MHA housing unit property line

Mounts Homes

OK!

Just

Paul J. Hornowski

December 29, 2025

APPLICATION FOR AFFIDAVIT

DATE 12/18/2025

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISE: ☒

PACKAGE SALE TO GO: _____

BEER ☒

BEER _____

WINE ☒

WINE _____

MIXED DRINKS (Liquor) ☒

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Capitol Theatre Operations, LLC

LOCATION OF BUSINESS: 382 2ND Street, Macon, GA 31201

PERSON APPLYING FOR AFFIDAVIT: Abby Tolbert

TELEPHONE 478-621-7376

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

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	IPL0299802	Legal Ad - IPL0299802		1.0	31.0L

ATTENTION: Abby Tolbert
777 Walnut St
Macon, GA 31201

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:

2.0 insertion(s) published on:
12/19/25 Digital, 12/26/25 Digital

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR retail sale of malt beverages, wine, and distilled spirits for consumption on premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 26, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Capitol Theatre Operations, LLC, 382 2nd St, Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 19, 2025. Jake H. Beasley, Applicant
IPL0299802
Dec 19, 26 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

Kathy Wilson



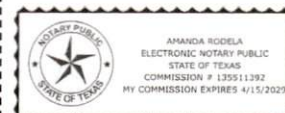
Kathy Wilson

Amanda Rodela



Sworn to and subscribed before me on

Dec 26, 2025, 10:18 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®



ZONING COMPLIANCE

PERMIT NO: ZC-2025-3418	PERMIT TYPE: Permitted Use	DATE ISSUED: 01/14/2026
PARCEL NO: R0730255	ZONING DISTRICT: CBD-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Matthew R. Hall	
	Capitol Theatre Operations, LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	382 SECOND ST	
PROPERTY OWNER'S NAME:	Capitol Theatre Holdings, LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, zoning compliance issued in January 2008 (#08-0064) restoring theater operations at the property, and other documents on file; approval is granted to change the ownership of the Capitol Theatre and continue its operation as it currently exists. Alcohol sales for on-premise consumption consistent with current operations are also granted with this approval. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No change or addition of signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/14/2027

APPROVED BY: *Will Finkelstein*

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Capitol Theatre Holdings, LLC	Control Number:	25205657
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	1501 Mercer University Drive, Macon, GA, 31207, USA	Date of Formation / Registration Date:	10/16/2025
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name:	Matthew R. Hall
Physical Address:	1501 Mercer University Drive, Macon, GA, 31207, USA
County:	Bibb

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Control Number : 25205657

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

Capitol Theatre Holdings, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/16/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/23/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 10/16/2025 10:36:58 AM

BUSINESS INFORMATION

CONTROL NUMBER 25205657
BUSINESS NAME Capitol Theatre Holdings, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 10/16/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS 1501 Mercer University Drive, Macon, GA, 31207, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Matthew R. Hall	1501 Mercer University Drive, Macon, GA, 31207, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Lauren Barber	ORGANIZER	P.O. Box 4101, Macon, GA, 31208, USA

OPTIONAL PROVISIONS

No optional provisions.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Lauren H. Barber
AUTHORIZER TITLE Attorney In Fact

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: _____ Name of Corporation: The Corporation of
Merced University
 If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: _____ Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

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

Mailing Address: _____

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

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

☐ Limited Partnership (LP)

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

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

☐ Limited Liability Partnership (LLP)

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

☐ Limited Liability Limited Partnership (LLLP)

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

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

☒ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Member(s): 1

○ Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company

○ Corporate Officer: Yes _____ No _____

○ Shareholder holding _____ % of all outstanding ownership interests.

☐ Publicly Traded Company

○ Corporate Officer: Yes _____ No _____

☐ Other

○ Other person exercising operational authority over the entity: _____

Application Instructions

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

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

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

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

ADDITIONAL DOCUMENTS TO BE SUBMITTED

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

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

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

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

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

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Jake

Last Name : Beasley

Home Address : 175 Florida Avenue

City : Macon

State : GA

Zip : 31204

Home Phone # : (478) 718-9109

Email : hubblebeasley@gmail.com

Mailing Address : 175 Florida Avenue

City : Macon-Bibb County

State : GA

Zip : 31204

Application Documents

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

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

AHTraining:

ALCOHOL AWARENESS COURSE - MACON-BIBB-certificate.pdf

A current Color (passport size) photograph of applicant.

passport:

S.A.V.E.

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

O.C.G.A. § 50-36-1 (e) (2) Affidavit

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

Are you a U.S. citizen?

citizen : Yes

Certification

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

Applicant Signature : Jake Hubble Beasley

Date : 12/17/2025

MG420ZXOOQMMG



Certificate of Completion

This is to certify that

Jake Beasley

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Tuesday, Dec 16 2025

Marshall Talley
Trainer





Jake Beasley



AH001077

ALCOHOL HANDLER

EXP: 12/31/2026

Return Recorded Document to:
Lisenby & Associates, LLC
P.O. Box 4101
Macon, GA 31208-4101
File No: 2025-0397

WARRANTY DEED
(Bargain Sale)

**STATE OF GEORGIA,
COUNTY OF BIBB.**

THIS INDENTURE, made this 31st day of December, 2025, between **MOONHANGER / GATH, LLC**, a Georgia limited liability company, hereinafter called the "First Party," and **CAPITOL THEATRE HOLDINGS, LLC**, a Georgia limited liability company, hereinafter called the "Second Party,"

WITNESSETH: That the First Party, for and in consideration of the sum of Three Hundred Nine Thousand and 00/100 Dollars (\$309,000.00) and for the purpose of making a gift of the substantial value of the property in the amount of Six Hundred Seventy-Six Thousand and 00/100 Dollars (\$676,000.00) to Second Party, cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents, grant, sell, convey and confirm unto the Second Party, all of the following described property, to-wit:

See attached Exhibit "A" for a complete description of the property known as 382 Second Street, Macon, Bibb County, Georgia 31201

Second Party warrants by accepting this deed, as part sale and part gift, that its sole member is The Corporation of Mercer University, a charitable organization under Section 501(c)(3) of the Internal Revenue Code, and is not a private foundation.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereunto belonging or in any wise appertaining to every proper use, benefit and behoof of the Second Party, its successors and assigns in FEE SIMPLE;

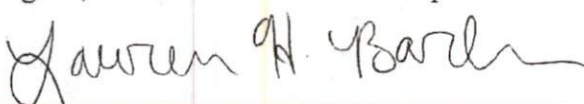
And the First Party, its successors and representatives, will warrant and forever defend the right and title to the above-described property unto the Second Party, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal, the day and year above written.

MOONHANGER / GATH, LLC

By:  (Seal)
Wesley A. Griffith, its Sole Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness

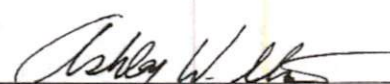

Notary Public



EXHIBIT "A"
Legal Description

All that tract or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia, and being known and distinguished in the Plan of said City as part of Lot 4, in Square 22, and more particularly described as follows: Commencing at a Point on the Southeast side of Second Street 30 feet from the corner of Second and Cherry Streets, and running thence being along Second Street 58 feet and running back at right angles to Second Street with even width 104 feet 3 inches to the line of Lot 3. Said Lot 4 having thereon a two-story brick building known as Capitol Theater.

Said property is also known as **382 Second Street, Macon, Bibb County, Georgia 31201.**

Together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the above-described property, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Property, together with any strips or gores relating to the Property.

OPERATING AGREEMENT

OF

Capitol Theatre Holdings, LLC
(A Georgia Limited Liability Company)
Dated October 16, 2025

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE “FEDERAL SECURITIES LAW”) OR UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AS AMENDED, (THE “GEORGIA SECURITIES LAW”) OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE LIMITED LIABILITY COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES LAW AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

**OPERATING AGREEMENT
OF
CAPITOL THEATRE HOLDINGS, LLC**

THIS OPERATING AGREEMENT (the "Agreement") is made as of this 16th day of October, 2025, by and among **CAPITOL THEATRE HOLDINGS, LLC** (the "Company") and **THE CORPORATION OF MERCER UNIVERSITY** (the "Member").

WHEREAS, the Member desires to form a sole member, limited liability company pursuant to the Georgia Limited Liability Company Act (the "Act"); and,

WHEREAS, the Member desires to set forth its respective rights, duties, and responsibilities with respect to such limited liability company;

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be and being legally bound, the Company and the Member do hereby agree as follows:

**ARTICLE I
NAME OF COMPANY**

The name of the Company shall be CAPITOL THEATRE HOLDINGS, LLC.

**ARTICLE II
PRINCIPAL OFFICE, REGISTERED OFFICE, AND REGISTERED AGENT**

The initial principal place of business of the Company in Georgia is 1501 Mercer University Drive, Macon, Georgia 31207. The Company shall have such additional offices as the Member may designate from time to time.

The Company's initial registered agent is Matthew R. Hall, and the Company's initial registered office is 1501 Mercer University Drive, Macon, Bibb County, Georgia 31207. The registered agent and the registered office may be changed from time to time by designation of the Member.

**ARTICLE III
NAME AND ADDRESS OF THE MEMBER**

The name and address of the Member is as follows:

The Corporation of Mercer University
1501 Mercer University Drive
Macon, GA 31207

ARTICLE IV TERM

The term of the Company shall commence upon the filing of Articles of Organization with the Secretary of State of Georgia and shall continue until the first to occur of the following:

- (a) the election of the Member to dissolve the Company;
- (b) the sale by the Company of all of its assets, and the collection of all amounts derived from such sale, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness derived by the Company from such sale; or,
- (c) the death, withdrawal, removal, bankruptcy, insolvency or incompetency of the Member, or the occurrence of any other event which dissolves the Company pursuant to any provision of the Act.

ARTICLE V PURPOSE

The Company has been organized (a) to hold title to real property and improvements commonly known as (i) 382 Second Street, Macon, Bibb County, Georgia 31201 and (ii) the lounge located at 571 Cherry Street, a Condominium, in Macon, Bibb County, Georgia 31201; and, (b) to do any other lawful act permitted of the Company under the Act. Nothing contained in this Agreement shall be deemed or construed as authorizing or permitting or purporting to authorize or permit, the Company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Georgia law, lawfully carry on, exercise, or do.

ARTICLE VI CAPITAL; PERCENTAGE INTERESTS

Section 1: Initial Capital; Percentage Interests. The initial capital contribution of the Member is One Dollar (\$1.00), and it shall own a one hundred percent (100%) interest in the Company (its "Percentage Interest").

Section 2: Additional Capital. The Member shall determine whether the Company requires additional capital in order to carry on its business, and shall have the option at any time to infuse such capital into the Company.

Section 3: No Third Party Beneficiaries. The obligation of the Member to contribute capital is solely for the benefit of the Company, and no third party shall have the right to enforce such obligation.

Section 4: Capital Accounts. A capital account shall be maintained for the Member in accordance with applicable Internal Revenue Service Regulations.

**ARTICLE VII
ALLOCATIONS OF PROFITS AND LOSSES**

In the event there are profits or losses, all allocations of profits or losses for tax purposes shall be made one hundred percent (100%) to the Member.

**ARTICLE VIII
DISTRIBUTIONS**

All distributions of cash or other property shall be made at the discretion of the Member, considering the capital needs of the Company. No distribution shall be made if prohibited by the solvency tests of O.C.G.A. § 14-11-407.

**ARTICLE IX
MANAGEMENT**

The business and affairs of the Company shall be managed by the Member, who shall have the sole power and authority to take action for and on behalf of the Company, and in its name, to carry out the purposes for which the Company was organized, it being expressly understood that, except as hereinafter provided, the actions of such Member shall in all events bind the Company.

**ARTICLE X
LIABILITY; INDEMNIFICATION**

The Member shall have no liability to the Company by virtue of any action taken by the Member in good faith and shall have liability only for acts of bad faith, gross negligence, or willful misconduct. The Company hereby covenants and agrees to indemnify and hold harmless the Member from any and all liability incurred by it in connection with the carrying out of its duties hereunder; provided that such Member shall not have acted in bad faith, have been grossly negligent, or have committed an act of willful misconduct; and provided further that any indemnity hereunder shall be provided out of and only to the extent of Company assets (excluding the obligation of the Member to contribute additional capital) and undistributed income therefrom.

**ARTICLE XI
TRANSFERABILITY OF INTERESTS**

The Member may transfer, assign, pledge, or otherwise dispose of or encumber all or any portion of its interest in the Company. Any permitted transferee of a membership interest in the Company must accept and agree in writing to be bound by all the terms and provisions of this Agreement and all amendments thereof.

**ARTICLE XII
ADMISSION OF MEMBERS**

No additional members shall be admitted to the Company without the consent of the Member. In the event additional members are admitted to the Company, the Member and the additional members shall execute a revised and amended operating agreement which shall supersede this Agreement, and shall specify certain additional items of governance, including but

not limited to: buy/sell provisions, mandatory buyout provisions, business continuation provisions, tax provisions, and management provisions. Acceptance of such revised and amended operating agreement by the additional members shall be a prerequisite to admission.

ARTICLE XIII BANKING; FISCAL YEAR

Section 1: Banking. All funds of the Company are to be deposited in a Company bank account or accounts in such financial institution as may be approved by the Member.

Section 2: Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year for the Member.

ARTICLE XIV BOOKS AND RECORDS

The Company shall keep at its principal office or at such other office designated by the Member (a) a current list of the names and addresses of each member; (b) copies of records enabling a member to determine the relative voting rights; (c) a copy of the Articles of Organization and any amendments thereto; (d) copies of the Company's federal, state, and local income tax returns, if any, for the three (3) most recent years; (e) a copy of this Agreement and any amendments thereto; and, (f) copies of the Company's financial statements, if any, for the three (3) most recent years. Each member may, upon reasonable request, inspect and copy any Company records during ordinary business hours at such member's expense.

ARTICLE XV TAX MATTERS PARTNER

The Member shall be the "tax matters partner" in accordance with the applicable provisions of the Internal Revenue Code.

ARTICLE XVI COMPETING ACTIVITIES

Nothing in this Agreement shall be deemed to restrict in any way the freedom of the Member to conduct any business or activity whatsoever without any accountability to the Company even if such business or activity competes with the business of the Company.

ARTICLE XVII DISSOLUTION AND TERMINATION

Upon the occurrence of any of the terminating events set forth in Article IV hereof, the Company shall be dissolved, the Member shall convert the Company's assets into cash, and all such cash shall be applied and distributed in the following manner and in the following order of priority:

(a) to the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law; then

(b) to the establishment of, or addition to, any reserves deemed necessary by the Member, for any contingent or unforeseen liabilities or obligations of the Company;¹ provided, however, that any such reserves established hereunder shall be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Member deems advisable, of distributing the balance of such reserves in the manner provided hereinafter in this Section; then

(c) to the repayment of any liabilities or debts other than capital accounts of the Company to the Member; and then

(d) to the Member.

A reasonable time shall be allowed for the orderly liquidation of the Company's assets above in order to minimize the losses normally attendant upon such a liquidation. The Company shall be terminated when all of its assets have been converted into cash, all promissory notes or other evidences of indebtedness derived by the Company from such conversion of its assets or otherwise have been collected or otherwise converted into cash, and all such cash has been applied and distributed in accordance with the provisions of this Section. Upon the termination of the Company, a Certificate of Termination shall be executed by the Member and filed with the Secretary of State of Georgia.

ARTICLE XVIII INVESTMENT INTENT

The Member hereby represents, warrants, and acknowledges that:

(a) The Member is acquiring an interest in the Company solely for the Member's own account for investment purposes and not with a view or interest of participating, directly or indirectly, in the resale or distribution of all or any part thereof;

(b) The Member's interest in the Company is to be issued and sold to the Member without registration and in reliance upon certain exemptions under the Federal Securities Law, the Georgia Securities Law, and other applicable state securities law;

(c) The Member has received copies of this Agreement and has had an opportunity to review it or have it reviewed by the Member's representative;

(d) The Member's investment in the Company has a high degree of risk, and the Member has the net worth to sustain such risk; and,

(e) The Member will make no transfer or assignment of the Member's interest in the Company except in compliance with the Federal Securities Law, the Georgia Securities Law, and other applicable securities laws.

¹ The establishment of any reserves in accordance herewith shall not have the effect of extending the term of the Company.

The Member acknowledges and agrees that a legend reflecting the restrictions imposed upon the transfer of its membership interests under this Agreement, the Federal Securities Law, the Georgia Securities Law, and any other applicable state securities laws has been placed on the first page of this Agreement.

ARTICLE XIX MISCELLANEOUS

Section 1: Notices. Any notice, election, or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or on the fifth (5th) calendar day following its deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the Company or at such person's last known address.

Section 2: Modifications. No change or modification of this Agreement shall be valid or binding upon the Member, nor shall any waiver of any term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the Member.

Section 3: Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Member, its successors, and assigns.

Section 4: Governing Law; Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws provisions. The titles of the Articles and Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms and provisions hereof.

Section 5: Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 6: Entire Agreement. This instrument contains all of the understandings and agreements of whatever kind and nature existing between the parties hereto with respect to this Agreement and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

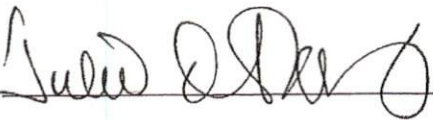
Section 7: Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.

SOLE MEMBER:

THE CORPORATION OF MERCER UNIVERSITY

By:  _____

Name: **Julia T. Davis** _____

Title: **Sr. Vice Pres for Admin & Finance** _____

OPERATING AGREEMENT

OF

Capitol Theatre Operations, LLC
(A Georgia Limited Liability Company)
Dated December 16, 2025

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "FEDERAL SECURITIES LAW") OR UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AS AMENDED, (THE "GEORGIA SECURITIES LAW") OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE LIMITED LIABILITY COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES LAW AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

**OPERATING AGREEMENT
OF
CAPITOL THEATRE OPERATIONS, LLC**

THIS OPERATING AGREEMENT (the "Agreement") is made as of this 16th day of December, 2025, by and among **CAPITOL THEATRE OPERATIONS, LLC** (the "Company") and **THE CORPORATION OF MERCER UNIVERSITY** (the "Member").

WHEREAS, the Member desires to form a sole member, limited liability company pursuant to the Georgia Limited Liability Company Act (the "Act"); and,

WHEREAS, the Member desires to set forth its respective rights, duties, and responsibilities with respect to such limited liability company;

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be and being legally bound, the Company and the Member do hereby agree as follows:

**ARTICLE I
NAME OF COMPANY**

The name of the Company shall be CAPITOL THEATRE OPERATIONS, LLC.

**ARTICLE II
PRINCIPAL OFFICE, REGISTERED OFFICE, AND REGISTERED AGENT**

The initial principal place of business of the Company in Georgia is 1501 Mercer University Drive, Macon, Georgia 31207. The Company shall have such additional offices as the Member may designate from time to time.

The Company's initial registered agent is Matthew R. Hall, and the Company's initial registered office is 1501 Mercer University Drive, Macon, Bibb County, Georgia 31207. The registered agent and the registered office may be changed from time to time by designation of the Member.

**ARTICLE III
NAME AND ADDRESS OF THE MEMBER**

The name and address of the Member is as follows:

The Corporation of Mercer University
1501 Mercer University Drive
Macon, GA 31207

ARTICLE IV TERM

The term of the Company shall commence upon the filing of Articles of Organization with the Secretary of State of Georgia and shall continue until the first to occur of the following:

- (a) the election of the Member to dissolve the Company;
- (b) the sale by the Company of all of its assets, and the collection of all amounts derived from such sale, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness derived by the Company from such sale; or,
- (c) the death, withdrawal, removal, bankruptcy, insolvency or incompetency of the Member, or the occurrence of any other event which dissolves the Company pursuant to any provision of the Act.

ARTICLE V PURPOSE

The Company has been organized (a) to operate Capitol Theatre; and, (b) to do any other lawful act permitted of the Company under the Act. Nothing contained in this Agreement shall be deemed or construed as authorizing or permitting or purporting to authorize or permit, the Company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Georgia law, lawfully carry on, exercise, or do.

ARTICLE VI CAPITAL; PERCENTAGE INTERESTS

Section 1: Initial Capital; Percentage Interests. The initial capital contribution of the Member is One Dollar (\$1.00), and it shall own a one hundred percent (100%) interest in the Company (its "Percentage Interest").

Section 2: Additional Capital. The Member shall determine whether the Company requires additional capital in order to carry on its business, and shall have the option at any time to infuse such capital into the Company.

Section 3: No Third Party Beneficiaries. The obligation of the Member to contribute capital is solely for the benefit of the Company, and no third party shall have the right to enforce such obligation.

Section 4: Capital Accounts. A capital account shall be maintained for the Member in accordance with applicable Internal Revenue Service Regulations.

ARTICLE VII ALLOCATIONS OF PROFITS AND LOSSES

In the event there are profits or losses, all allocations of profits or losses for tax purposes shall be made one hundred percent (100%) to the Member.

ARTICLE VIII DISTRIBUTIONS

All distributions of cash or other property shall be made at the discretion of the Member, considering the capital needs of the Company. No distribution shall be made if prohibited by the solvency tests of O.C.G.A. § 14-11-407.

ARTICLE IX MANAGEMENT

The business and affairs of the Company shall be managed by the Member, who shall have the sole power and authority to take action for and on behalf of the Company, and in its name, to carry out the purposes for which the Company was organized, it being expressly understood that, except as hereinafter provided, the actions of such Member shall in all events bind the Company.

ARTICLE X LIABILITY; INDEMNIFICATION

The Member shall have no liability to the Company by virtue of any action taken by the Member in good faith and shall have liability only for acts of bad faith, gross negligence, or willful misconduct. The Company hereby covenants and agrees to indemnify and hold harmless the Member from any and all liability incurred by it in connection with the carrying out of its duties hereunder; provided that such Member shall not have acted in bad faith, have been grossly negligent, or have committed an act of willful misconduct; and provided further that any indemnity hereunder shall be provided out of and only to the extent of Company assets (excluding the obligation of the Member to contribute additional capital) and undistributed income therefrom.

ARTICLE XI TRANSFERABILITY OF INTERESTS

The Member may transfer, assign, pledge, or otherwise dispose of or encumber all or any portion of its interest in the Company. Any permitted transferee of a membership interest in the Company must accept and agree in writing to be bound by all the terms and provisions of this Agreement and all amendments thereof.

ARTICLE XII ADMISSION OF MEMBERS

No additional members shall be admitted to the Company without the consent of the Member. In the event additional members are admitted to the Company, the Member and the additional members shall execute a revised and amended operating agreement which shall supersede this Agreement, and shall specify certain additional items of governance, including but not limited to: buy/sell provisions, mandatory buyout provisions, business continuation provisions, tax provisions, and management provisions. Acceptance of such revised and amended operating agreement by the additional members shall be a prerequisite to admission.

**ARTICLE XIII
BANKING; FISCAL YEAR**

Section 1: Banking. All funds of the Company are to be deposited in a Company bank account or accounts in such financial institution as may be approved by the Member.

Section 2: Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year for the Member.

**ARTICLE XIV
BOOKS AND RECORDS**

The Company shall keep at its principal office or at such other office designated by the Member (a) a current list of the names and addresses of each member; (b) copies of records enabling a member to determine the relative voting rights; (c) a copy of the Articles of Organization and any amendments thereto; (d) copies of the Company's federal, state, and local income tax returns, if any, for the three (3) most recent years; (e) a copy of this Agreement and any amendments thereto; and, (f) copies of the Company's financial statements, if any, for the three (3) most recent years. Each member may, upon reasonable request, inspect and copy any Company records during ordinary business hours at such member's expense.

**ARTICLE XV
TAX MATTERS PARTNER**

The Member shall be the "tax matters partner" in accordance with the applicable provisions of the Internal Revenue Code.

**ARTICLE XVI
COMPETING ACTIVITIES**

Nothing in this Agreement shall be deemed to restrict in any way the freedom of the Member to conduct any business or activity whatsoever without any accountability to the Company even if such business or activity competes with the business of the Company.

**ARTICLE XVII
DISSOLUTION AND TERMINATION**

Upon the occurrence of any of the terminating events set forth in Article IV hereof, the Company shall be dissolved, the Member shall convert the Company's assets into cash, and all such cash shall be applied and distributed in the following manner and in the following order of priority:

(a) to the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law; then

(b) to the establishment of, or addition to, any reserves deemed necessary by the Member,

for any contingent or unforeseen liabilities or obligations of the Company;¹ provided, however, that any such reserves established hereunder shall be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Member deems advisable, of distributing the balance of such reserves in the manner provided hereinafter in this Section; then

(c) to the repayment of any liabilities or debts other than capital accounts of the Company to the Member; and then

(d) to the Member.

A reasonable time shall be allowed for the orderly liquidation of the Company's assets above in order to minimize the losses normally attendant upon such a liquidation. The Company shall be terminated when all of its assets have been converted into cash, all promissory notes or other evidences of indebtedness derived by the Company from such conversion of its assets or otherwise have been collected or otherwise converted into cash, and all such cash has been applied and distributed in accordance with the provisions of this Section. Upon the termination of the Company, a Certificate of Termination shall be executed by the Member and filed with the Secretary of State of Georgia.

ARTICLE XVIII INVESTMENT INTENT

The Member hereby represents, warrants, and acknowledges that:

(a) The Member is acquiring an interest in the Company solely for the Member's own account for investment purposes and not with a view or interest of participating, directly or indirectly, in the resale or distribution of all or any part thereof;

(b) The Member's interest in the Company is to be issued and sold to the Member without registration and in reliance upon certain exemptions under the Federal Securities Law, the Georgia Securities Law, and other applicable state securities law;

(c) The Member has received copies of this Agreement and has had an opportunity to review it or have it reviewed by the Member's representative;

(d) The Member's investment in the Company has a high degree of risk, and the Member has the net worth to sustain such risk; and,

(e) The Member will make no transfer or assignment of the Member's interest in the Company except in compliance with the Federal Securities Law, the Georgia Securities Law, and other applicable securities laws.

The Member acknowledges and agrees that a legend reflecting the restrictions imposed

¹ The establishment of any reserves in accordance herewith shall not have the effect of extending the term of the Company.

upon the transfer of its membership interests under this Agreement, the Federal Securities Law, the Georgia Securities Law, and any other applicable state securities laws has been placed on the first page of this Agreement.

ARTICLE XIX MISCELLANEOUS

Section 1: Notices. Any notice, election, or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or on the fifth (5th) calendar day following its deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the Company or at such person's last known address.

Section 2: Modifications. No change or modification of this Agreement shall be valid or binding upon the Member, nor shall any waiver of any term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the Member.

Section 3: Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Member, its successors, and assigns.

Section 4: Governing Law; Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws provisions. The titles of the Articles and Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms and provisions hereof.

Section 5: Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 6: Entire Agreement. This instrument contains all of the understandings and agreements of whatever kind and nature existing between the parties hereto with respect to this Agreement and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

Section 7: Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first set forth above.

SOLE MEMBER:

THE CORPORATION OF MERCER UNIVERSITY

By: 

Name: Julia T. Davis

Title: Senior VP Administration & Finance

Agent Certification

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

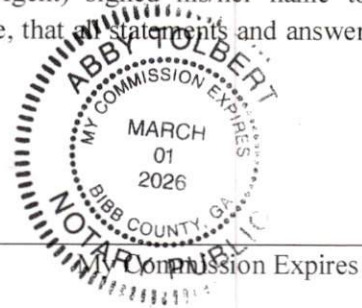
Agent's Signature: [Signature] Date: 12/19/25

Business Name: Capitol Theatre Operations, LLC

I hereby certify that Take Hubble Beachy (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 19 day of December, 2025.

[Signature]
Notary Public



Ownership/Individual Certification

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

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

Title: Vice President

Business Name: The Corporation of Mercer University

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

This _____ day of _____, 20____.

Notary Public

My Commission Expires

Agent Certification

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

Agent's Signature: _____ Date: _____

Business Name: _____

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

This _____ day of _____, 20____.

Notary Public

My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: Julia T. Davis Date: 12/19/25
(If different from Agent)

By: The Corporation of Mercer University, its sole managing member: By: Julia T. Davis Its Vice President for Admin and Finance
Title: _____

Business Name: Capitol Theatre Operations, LLC

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

This 19th day of December, 2025.

[Signature]
Notary Public

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires
08/18/2029

08/18/2029
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Capitol Theatre Holdings, LLC

Business Address: 382 2nd St, Macon, GA 31207

Instructions:

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

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

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

Definitions:

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

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


Applicant/Agent Signature

12/19/25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

Business Name: Capitol Theatre Operations, LLC

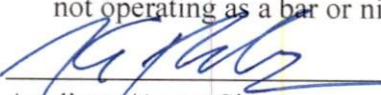
Business Address: 382 2nd St, Macon, GA 31207

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

Code Enforcement Department Designee

Date

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



Applicant/Agent Signature

12/19/25

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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


Signature

Jake Hubble Beasley

Print Name

12/19/25

Date



Alcohol License Questionnaire

Name of Business: Capitol Theatre Operations, LLC
 Owner's Name: The Corporation of Mercer University
 Address: 382 2nd St
Macon, GA 31207

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? \$ 309,000.00

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

Business Owner and Building owner are both subsidiaries of The Corporation of Mercer University.

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
Bargain Sale


 Signature

Jake Hubble Beasley
 Print Name

12/19/23
 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.

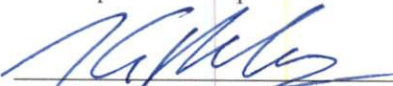
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Capitol Theatre Operations, LLC

Business Address: 382 2nd St, Macon, GA 31207

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

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


Applicant/Agent Signature

12/19/25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Business Owner: Capitol Theatre Operations, LLC

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

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

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

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

The Corporation of Mercer - 100% Sole Managing Member

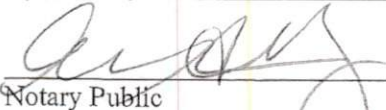
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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



Print and Sign Name

Sworn to and subscribed before me this

19th day of December, 2025.



Notary Public

My Commission Expires:

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires
08/18/2029

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the Property Owner: Capitol Theatre Holdings, LLC

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

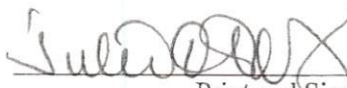
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

The Corporation of Mercer - 100% Sole Managing Member

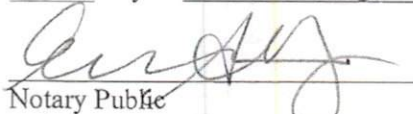
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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



Print and Sign Name

Sworn to and subscribed before me this

19th day of December, 20 25.


Notary Public

My Commission Expires:

Eunice A Perez
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires
08/18/2029



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 1/28/2026 (Date) ^{DS} SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



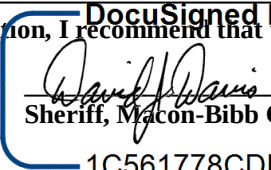
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Jake Beasley – fingerprints complete 1/15

Business Name: Capitol Theatre Operations LLC

Business Address: 382 Second St, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	1/21/2026 Date
Denied	1C561778CDEE414...	 Sheriff, Macon-Bibb County, Georgia Date

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

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



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 AN APPROPRIATION, IN THE AMOUNT OF \$195,652.00, FROM 2018 SPLOST FUNDS TO FUND THE COMPLETION OF VARIOUS PARKS AND RECREATION DEPARTMENT PROJECTS; 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 included herein 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 transfer and appropriation of \$195,652.00 from the 2018 SPLOST Fund – Recreation – Other – Contingency

line item to the 2018 SPLOST Fund – Recreation – Other – Property line item for the completion of various Parks and Recreation Department projects.

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 County Manager, the Director of Parks and Beautification, 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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2026 Miller Appropriating \$195,652.00 in 2018 SPLOST Funds for Completion of Rec Projects 1-30-26.docx



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 \$546,059.00 FROM AMERICAN RESCUE PLAN ACT FUNDS, FOR SIDEWALK IMPROVEMENTS ALONG COTTON AVENUE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission recognizes the vital importance of safe beautified sidewalks and outdoor spaces for the health and well-being of individuals and families in Macon-Bibb County; and

WHEREAS, the Otis Redding Foundation, Inc., d/b/a The Otis Redding Center for the Arts (The Otis Redding Center for the Arts”) has developed an outdoor concert and meeting space, including sidewalks adjacent to The Otis Redding Center for the Arts facility on Cotton Avenue; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate \$546,059.00 in interest earned on the County’s American Rescue Plan Act State and Local Fiscal Recovery Fund (SLRF) allocation, to offset the costs associated with the improvement of the sidewalks at the facility; and

WHEREAS, as the sidewalks have been completed, the Macon-Bibb County Commission finds it necessary to authorize the Mayor and County Administration to undertake actions necessary to allocate the aforesaid funds to the Otis Redding Center for the Arts; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this Ordinance are allowable under the provisions governing the American Rescue Plan Act (ARPA) funds and interest earned thereon and finds that this Ordinance is an effective use of such interest; 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 \$546,059.00 from interest earned on American Rescue Plan Act SLFRF funds to the Otis Redding Foundation, Inc., d/b/a The Otis Redding Center for the Arts, to be used to offset the costs associated with the completed improvements to the sidewalks along Cotton Avenue, and to accept those improvements as the property of Macon-Bibb County. Accordingly, the Macon-Bibb County Commission hereby authorizes the Mayor to enter into any necessary agreement(s) for the provision of these services.

Section 2.

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

Section 3.

The Mayor, 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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

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



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 MAKE A MID-YEAR BUDGET ADJUSTMENT; TO AMEND THE FY 2026 BUDGET BY AMENDING REVENUE LINES IN THE AMOUNT OF \$4,986,021.00 TO RECOGNIZE THE INCREASED REVENUE RECEIVED TO DATE; TO AUTHORIZE INTERDEPARTMENTAL TRANSFERS IN THE AMOUNT OF \$557,902.00; TO APPROPRIATE SUCH FUNDS TO VARIOUS EXPENSE LINE ITEMS IN A TOTAL AMOUNT OF \$5,543,923.00 AS PROVIDED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 17, 2025, the Macon-Bibb County Commission adopted ordinance O-25-0022, establishing the FY25 budget, said ordinance to become effective on July 1, 2025; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

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

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

Section 1.

The Macon-Bibb County Commission hereby approves and adopts those amendments to various revenue line items, and authorizes transfers, as shown in Exhibits A and B, attached hereto and incorporated herein by reference.

Section 2.

The Commission hereby approves the appropriation of and appropriates those revenues recognized in Section 1 of this Ordinance, as a supplemental to the FY26 budget

for the purpose of paying for those expenses, and making other mid-year adjustments, all as specified in Exhibits A and B, attached hereto and incorporated herein by reference.

Section 3.

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

Section 4.

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 5.

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 6.

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

Section 7.

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

Section 8.

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

Section 9.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2026 Miller Mid-Year Budget Adjustment For FY26 1-30-26.Docx

EXHIBIT A

Macon-Bibb County

July 1, 2025 to June 30, 2026

Budget Amendment

Amendment Number:

Supplemental

X

Department

General Fund
Departments &
ECDAdministrative
(check a box)

Date of Request:

Department:

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Insurance Premium Tax		2,116,751.00
PILOT Housing Authority		87,889.00
PILOT Industrial Authority		605,703.00
Other Revenue Insurance Collections		280,326.00
Reimbursement from sale of property		1,895,352.00
	Total	4,986,021.00

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>	
Part-Time	100.3300.3323.511100.003	700,000.00	Sheriff
Part-Time	100.3300.3323.511100.003	250,000.00	
Food Inmates	100.3300.3326.531200.001	300,000.00	
Electricity	100.3300.3326.531200.001	300,000.00	
Intergovern-Health & Welfare Bibb Co DFACS	100.5400.571500.003	39,879.00	DFACS
Other Services Presort Fees	100.1594.1050.523900.003	150,000.00	General Services-Mail Sort
Repairs and Maint Outside Contracts	100.7200.522200.004	20,000.00	Code Enforcement
Bailiffs	100.2150.511100.004	150,000.00	Superior Court
Bailiffs	100.2425.2001.511100.004	8,000.00	Civil Court Admin
Bailiffs	100.2650.511100.004	20,000.00	Municipal Court
Other Agencies-Housing & Dev Misc Developer	255.7500.7006.572700.016	125,490.00	ECD
Professional Services Panel Attorney	100.2600.521200.001	45,000.00	Juvenile Court
Intergovern-Health & Welfare MBC Transit Auth	100.5400.571500.004	700,000.00	MTA
Electricity	100.1565.1022.531200.001	600,000.00	County-Wide Electricity
Judgements and Losses	100.1530.552300	300,000.00	County Attorney
Outside Counsel	100.1530.521200.002	400,000.00	
Other Supplies HVAC/Plumbing	100.1565.1020.531700.008	15,000.00	Facilities Management
Operating Supplies-Electrical	100.1565.1020.531100.008	70,000.00	
Other Supplies-Traffic Maint Operations	100.1565.1020.531700.018	69,890.00	
Repairs and Maint Software License & Maint	100.1535.1006.522200.009	111,000.00	Information Technology
Repairs and Maint Software License & Maint	100.1535.1001.522200.009	611,762.00	
	Total	4,986,021.00	

Reason for Transfer-

Add budget to cover various general fund and ECD departmental costs

Approvals:	<u>Initials</u>	<u>Date</u>
Department Head Initials/Date		2026
Budget Officer Initials/Date		2026
County Manager Initials/Date		2026
Finance Complete Transfer		
Initials/Date		2026

Notes to file:

EXHIBIT B

Macon-Bibb County

July 1, 2025 to June 30, 2026

Budget Amendment

Amendment Number:

Supplemental
DepartmentGeneral Fund
Departments,
Centreplex,
Spons Prog,
GrantsAdministrative
(check a box)

X

Date of Request:

Department:

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Payments to Others Non-Departmental MISC	100.1597.573000.007	210,000.00
Payments to Other Moving Expenses	100.1597.573000.024	26,391.00
Salaries and Wages Full Time	252.0457.511100.001	5,000.00
Full Time Salaries and Wages	100.1510.511100.001	21,411.00
Operating Supplies General	100.2150.531100.001	4,000.00
Salaries and Wages Full Time	252.0474.511100.001	11,100.00
Prof Services Consulting Fees	100.1535.1007.521200.008	105,000.00
Travel Hotels/Food/Other	100.1535.1007.523500.001	16,000.00
Prof Services Consulting Fees	100.1535.1001.521200.008	25,000.00
Contract Labor Contractual Services	100.1535.1003.523850.001	116,000.00
Travel Hotels/Food/Other	100.1535.1003.523500.001	1,500.00
Education & Training	100.1535.523700.001	1,500.00
Small Equip & Improvements General	100.1535.1004.531600.001	15,000.00
Total		557,902.00

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>	
Food General	100.2200.531300.001	7,694.00	DA
Food General	100.2201.531300.001	15,969.00	
Food General	100.2700.531300.001	11,805.00	
Part-Time Salaries	100.1100.511100.003	900.00	Board of Commissioners
Professional Services Audit Fee	100.1100.521200.012	14,500.00	
Building & Building Improvements	555.6190.541300	16,200.00	Centreplex
Computer Software	100.1535.1004.542410	24,724.00	Information Technology
Repairs & Maint Software License & Maint	100.1535.1001.522200.009	280,000.00	
Contract Labor	310.1550.523850.001	28,400.00	Tax Assessor
Contract Labor	100.3920.523850.001	9,700.00	EMA
Repairs & Maint Software License & Maint	100.1540.522200.009	56,499.00	Human Resources
Land/Site Improvement Parks	250.0279.541200.004	50,000.00	Sponsored Programs
Contract Labor	252.0457.523850.001	5,000.00	Grant
Temporary Workers	100.1510.523850.005	21,411.00	Finance
Part-Time Salaries	100.2150.511100.003	4,000.00	Superior Court
Travel	252.0474.523500.001	6,300.00	Grant
Operating Supplies	252.0474.531100.001	4,800.00	
Total		557,902.00	

Reason for Transfer-

Transfer budget to various departments for professional services, food, contract labor, software, repairs & maint software, travel, supplies,
temporary workers, part-time salary costs, site improvement costs, and victims trauma based services.

Approvals:

Initials

Date

Department Head Initials/Date

2026

Budget Officer Initials/Date

2026

County Manager Initials/Date

2026

Finance Complete Transfer

Initials/Date

2026

Notes to file:



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 \$171,806.50, PAYABLE FROM THE SPLOST 2018 FUND – PUBLIC SAFETY – PUBLIC SAFETY OTHER – MACHINERY & EQUIPMENT 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, for continuity of systems, the I.T. Department desires to purchase the required computers and hardware equipment from Dell Marketing, LP; 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 the issuance of a purchase order for computers and hardware from Dell Marketing, LP in the amount of ONE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SIX

DOLLARS AND 50/100 CENTS (\$171,806.50), to be paid from the SPLOST 2018 Fund – Public Safety – Public Safety Other – Machinery & Equipment line item.

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

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

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

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

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

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

T:\RES MACON-BIBB\2026 Miller Dell Marketing LP Purchase Order - \$171,806.50 - 1-28-26.docx



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PICTOMETRY INTERNATIONAL CORP., D/B/A EAGLEVIEW, IN AN AMOUNT NOT TO EXCEED \$137,600.00 PER YEAR FOR A TERM OF SIX YEARS FOR ORTHOGONAL AND OBLIQUE AERIAL FLYOVER MAPPING AND IMAGE ANALYSIS, TO BE PAID FROM THE GENERAL FUND – INFORMATION – TECHNOLOGY – IT – GIS – COMPUTER SOFTWARE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County employs aerial flyover imaging for assistance with assessing property values, monitoring growth, and developing robust GIS mapping for emergency services in Macon-Bibb County; and

WHEREAS, Pictometry International Corp. d/b/a Eagleview (“Eagleview”) holds a number of useful patents relating to the delivery and analysis of aerial mapping imagery which add material value and utility to the images and data delivered thereby; and

WHEREAS, Eagleview is the only company capable of providing these additional services, which are valuable and desirable to the County; and

WHEREAS, in accordance with Sec. 19-5.4 of the Macon-Bibb County Code of Ordinances, the buyer and County Manager have certified that Eagleview is the sole source provider of aerial flyover imaging services of the type desired by Macon-Bibb County; and

WHEREAS, I.T. and Procurement concurs in recommending the award to Eagleview; 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 Pictometry International Corp. d/b/a Eagleview to provide aerial imagery and mapping services and data delivery and analysis, in an amount not to exceed ONE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED DOLLARS AND 0/100 CENTS (\$137,600.00) per year over a term of six (6) years, for a total expenditure of EIGHT HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS AND 0/100 CENTS (\$825,600.00), to be paid from the General Fund – Information – Technology – IT – GIS – Computer Software line item for the first year, in a substantially similar form as Exhibit A, attached hereto, and 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 and the County Manager the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

T:\RES MACON-BIBB\2026 Miller Authorizing Agreement With Pictometry International For Eagleview Cloud Software - \$137,600 Per Year For 6 Years - 1-26-26.Docx

EXHIBIT A



Budget Proposal

eagleview™

Proposal for: Bibb County, GA
Project Name: GABIBB25 - Cloud - 3" Cert/4Band with SI
Quote Number: Q-60305
Contract Term: 6 Year(s)
Number of Projects: 3

EagleView Rep: Lucas Furman
Phone Number:
Email: lucas.furman@eagleview.com
Expiration Date: 10/31/2025

Payment Term Summary

Due at initial activation of services \$137,600.00
Due at first anniversary of initial activation of services \$137,600.00
Due at second anniversary of initial activation of services \$137,600.00
Due at third anniversary of initial activation of services \$137,600.00
Due at fourth anniversary of initial activation of services \$137,600.00
Due at fifth anniversary of initial activation of services \$137,600.00
Contract Total: \$825,600.00

Project 1

QTY	Product Name
302.00	EagleView Cloud - Imagery - 3in - Certified - Four Band
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in
1.00	Eagleview Cloud - Software - Plus
1.00	EagleView Cloud - Authorized Subdivisions
1.00	EagleView Cloud - Comprehensive Integration Bundle
1.00	EagleView Cloud - Disaster Response Program
1.00	EagleView Cloud - Early Access
4.00	EagleView Cloud - Capture History
1.00	EagleView Cloud - FutureView Advanced Training (Full)
75,000.00	EagleView Cloud - Sketch Inspect
75,000.00	EagleView Cloud - Sketch Inspect - Building Outline Creation
1.00	EagleView Cloud - Integrated Web Application
1.00	CONNECT ImageService CA - Third- Party

Project 1 TOTAL: USD 275,200.00

Project 2

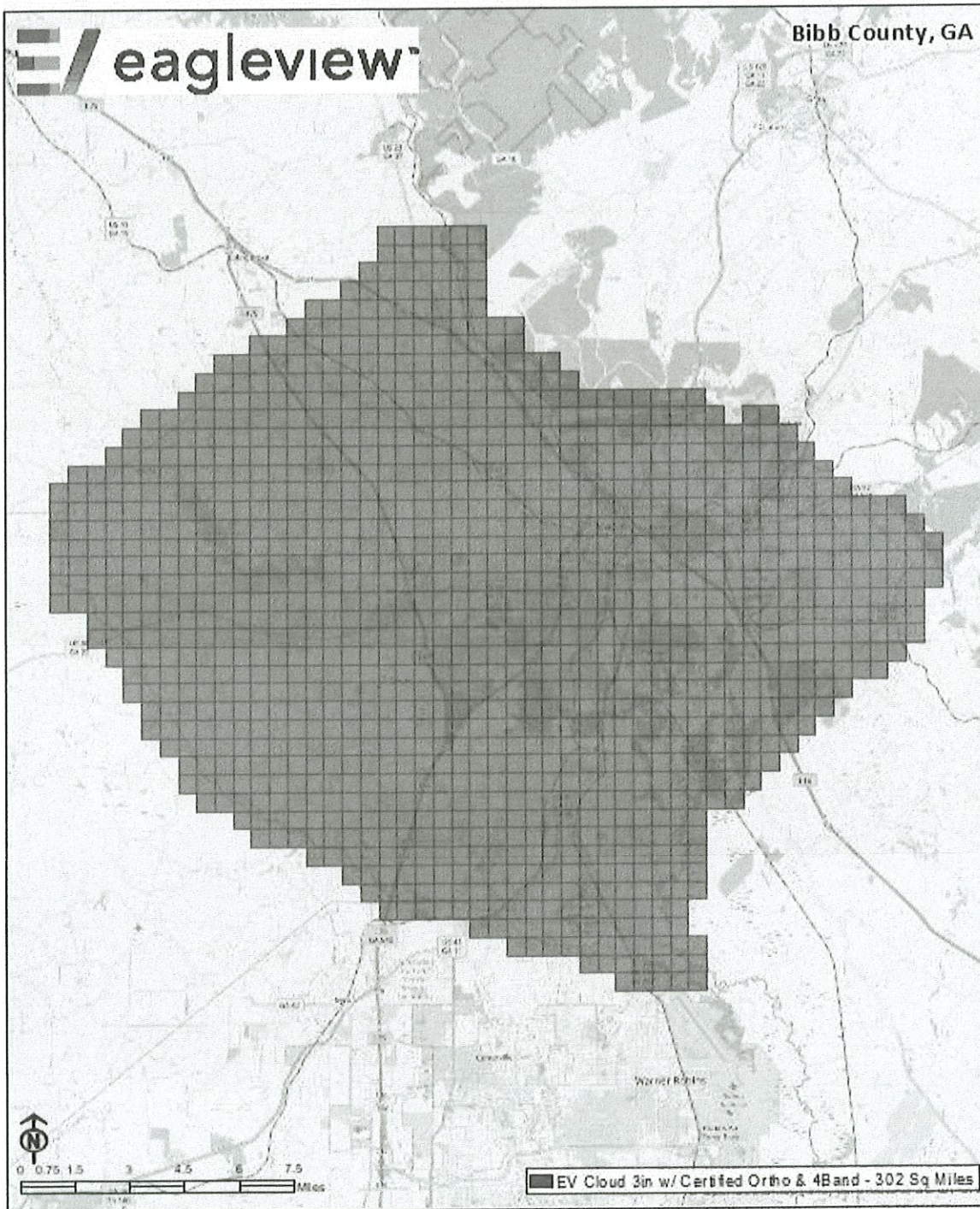
QTY	Product Name
302.00	EagleView Cloud - Imagery - 3in - Certified - Four Band
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in
1.00	Eagleview Cloud - Software - Plus
1.00	EagleView Cloud - Authorized Subdivisions
1.00	EagleView Cloud - Comprehensive Integration Bundle
1.00	EagleView Cloud - Disaster Response Program
1.00	EagleView Cloud - Early Access
4.00	EagleView Cloud - Capture History
1.00	EagleView Cloud - FutureView Advanced Training (Full)
75,000.00	EagleView Cloud - Sketch Inspect
75,000.00	EagleView Cloud - Sketch Inspect - Building Outline Creation
1.00	EagleView Cloud - Integrated Web Application
1.00	CONNECT ImageService CA - Third- Party
Project 2 TOTAL:	
USD 275,200.00	

Project 3

QTY	Product Name
302.00	EagleView Cloud - Imagery - 3in - Certified - Four Band
1.00	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - Four Band - 3in
1.00	Eagleview Cloud - Software - Plus
1.00	EagleView Cloud - Authorized Subdivisions
1.00	EagleView Cloud - Comprehensive Integration Bundle
1.00	EagleView Cloud - Disaster Response Program
1.00	EagleView Cloud - Early Access
4.00	EagleView Cloud - Capture History
1.00	EagleView Cloud - FutureView Advanced Training (Full)
75,000.00	EagleView Cloud - Sketch Inspect
75,000.00	EagleView Cloud - Sketch Inspect - Building Outline Creation
1.00	EagleView Cloud - Integrated Web Application
1.00	CONNECT ImageService CA - Third- Party
Project 3 TOTAL:	
USD 275,200.00	

TOTAL: USD 825,600.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate. Page 159 of 217



LEGISLATIVE SPONSORS

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|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 THE ANNUAL RENEWAL OF SERVER AND INFRASTRUCTURE STORAGE SUPPORT FROM CDW G COMPUTERS IN THE AMOUNT OF \$427,116.60, PAYABLE FROM THE I.T. DEPARTMENT BUDGET; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County I.T. Department requires network storage to house necessary County data; and

WHEREAS, CDW G Computers is the holder of state contracts with statewide contract numbers 99999-001-SPD0000139-0006 and 99999-SPD-SPD0000060, which allow for preferential pricing and decreased processing times, and are otherwise authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, CDW G Computer has prior experience with providing network storage infrastructure; and

WHEREAS, the I.T. department agrees and approves of the use of CDW G Computer to perform these services; 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 CDW G Computers' provision of network storage in the total amount of FOUR HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND 60/100 CENTS (\$427,116.60), of which TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND 30/100 CENTS

(\$213,558.30) is allocated for the August 10, 2024, to August 9, 2025, term, to be paid from the General Fund, Information Technology – IT – Infrastructure – Repairs & Maintenance – Software License & Maintenance line item, and the remaining TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND 30/100 CENTS (\$213,558.30) is allocated for the August 10, 2025, to August 09, 2026, term, to be paid from the General Fund, Information Technology – IT – Security – Repairs & Maintenance – Software License & Maintenance line item.

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 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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

T:\RES MACON-BIBB\2026 Miller CDW G Computers Annual Storage Support Purchase Order - \$427,116.60- 1-26-26.docx



LEGISLATIVE SPONSORS

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|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 AMEND SECTIONS 10-2 AND 10-3 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO ADOPT UPDATED VERSIONS OF THE INTERNATIONAL FIRE CODE AND LIFE SAFETY CODE, AS PROVIDED BY GEORGIA LAW; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Chapter 10 of the Macon-Bibb County Code of Ordinances (the “Code”) governs fire prevention and protection for Macon-Bibb County to provide for the safety of citizens and visitors to Macon-Bibb County; and

WHEREAS, as currently written, to keep in compliance with state law and state-mandated minimum standards, Sections 10-2 and 10-3 of the Code have to be regularly updated to reflect changes to the versions of the International Fire Code and the Life Safety Code that the State of Georgia has adopted for its fire prevention efforts; and

WHEREAS, in order to prevent any future lapse in time between the State of Georgia’s adoption of updated versions of the International Fire Code and the Life Safety Code and Macon-Bibb County’s adoption of the same, the Commission desires to amend Sections 10-2 and 10-3 of the Code so that at all times Macon-Bibb County and the State adopt and utilize the same codes for fire prevention and fire safety purposes; and

WHEREAS, the Macon-Bibb County Commission finds these amendments to the Macon-Bibb County Code of Ordinances necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

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

Section 1.

Section 10-2 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 10 – FIRE PREVENTION AND PROTECTION

Section 10-2.- Fire Prevention Code adopted.

(a) Macon-Bibb County hereby adopts and incorporates herein by reference the Georgia State Minimum Standard Fire Code, as such is defined by the State of Georgia, particularly through the Rules and Regulations adopted by the Safety Fire Commissioner pursuant to O.C.G.A. § 25-2-4 and promulgated in Ga. Comp. R. & Regs. 120-3-3, and as such is amended from time to time by the State of Georgia. Such code shall be enforced by the Bureau of Fire Prevention. The provisions of such code shall supersede any conflicting provisions of existing ordinances or resolutions adopted by the City of Macon, Bibb County, or Macon-Bibb County, but only to the extent where such provisions directly conflict with each other.

(b) Pursuant to the authority granted to Macon-Bibb County by O.C.G.A. § 25-2-12, the Georgia State Minimum Standard Fire Code, together with all non-conflicting ordinances previously adopted by the City of Macon or Bibb County governing fire safety, and those local amendments made to such code by ordinance or resolution, shall be known as the Macon-Bibb County Fire Prevention Code, copies of which shall be on file and open for public inspection in the office of the Clerk of Macon-Bibb County. Up to date copies of the Macon-Bibb County Fire Prevention Code shall also be on file and open for inspection in the office of the Chief of the Macon-Bibb County Fire Department and the director of the office of the Bureau of Fire Prevention.

(c) Violations of any provision of this Chapter shall be punished as provided in the Charter and ordinances of Macon-Bibb County for violation of the ordinances of Macon-Bibb County.

Section 2.

Section 10-3 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 10 – FIRE PREVENTION AND PROTECTION

Section 10-3. – Life Safety Code adopted.

(a) Macon-Bibb County hereby adopts and incorporates herein by reference the NFPA Life Safety Code, as adopted by the State of Georgia, particularly through the Rules and Regulations adopted by the Safety Fire Commissioner pursuant to O.C.G.A. § 25-2-4 and promulgated in Ga. Comp. R. & Regs. 120-3-3, and as such is amended from time to time by the State of Georgia, for enforcement in Macon-Bibb County by the Bureau of Fire Prevention. Up to date copies of the Life Safety Code shall be on file and open for inspection in the office of the Clerk of Macon-Bibb County, the office of the Chief of the Macon-Bibb County Fire Department, and the office of the Bureau of Fire Prevention.

(b) In the event of a conflict between provisions of the Macon Bibb County Fire Prevention Code and the NFPA Life Safety Code, the more restrictive provision or the provision which provides for more safe conditions in the opinion of the chief of the Bureau of Fire Prevention shall apply, provided that state-mandated minimum life safety requirements, as such are provided in Ga. Comp. R. & Regs. 120-3-3, are not reduced or waived.

Section 3.

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

Section 4.

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

Section 5.

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 6.

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

Section 7.

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

Section 8.

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

of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

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

Section 10.

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

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

Z:\ORD MACON-BIBB\2026 Miller Amending Secs. 10-2 And 10-3 To Reflect Updates To Fire Code And Life Safety Code 1-29-26.Docx



LEGISLATIVE SPONSORS

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|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE 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 ACCEPTING THE RECOMMENDATION OF THE FRIENDS OF ROSA PARKS SQUARE BOARD TO MODIFY THE DESIGN OF ROSA PARKS SQUARE TO INCLUDE A MURAL SHOWCASING THE WORK OF ARTIST GWENDOLYN M. PAYTON, WITH COSTS ASSOCIATED WITH THE MURAL TO BE PAID WITH FUNDS TO BE RAISED BY THE FRIENDS OF ROSA PARKS SQUARE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission approved an Ordinance creating the Friends of Rosa Parks Square Board (the “Friends of Rosa Parks”) to beautify and improve Rosa Parks Square in downtown Macon to honor the memory and accomplishments of Civil Rights leader Rosa Parks in Ordinance O-19-0006; and

WHEREAS, in consultation with the Friends of Rosa Parks, the Macon-Bibb County Commission authorized the Mayor to enter into an agreement Hughes, Good, O’Leary & Ryan, Incorporated, for the re-design of Rosa Parks Square in R-21-0139 on June 15, 2021; and

WHEREAS, to ensure that the final design of Rosa Parks Square serves as a fitting memorial to Rosa Parks, and the history of the Civil Rights movement in Macon and throughout the Country, the Friends of Rosa Parks have recommended that a mural depicting the work of artist Gwendolyn M. Payton, a Macon-native and the subject of the award-winning documentary “The Faith of the Dreamer,” be added to the final design of the park; and

WHEREAS, Gwendolyn Payton enrolled at Mercer University in 1968, five years after the university integrated, pursuing degrees in both biology and art, with the dream of becoming a medical illustrator; and

WHEREAS, Payton faced adversity from within the art department throughout her time at Mercer, with the department chair stating that she was not smart enough to get a degree from his department on her first day enrolled, to denial of her participation in the senior exhibition, a

requirement to earn a degree in art, due to her conceptual work being deemed too controversial; and

WHEREAS, when her participation in the senior exhibition was denied Payton, who **was** recently married and expecting her first child, determined that returning for an additional semester was not feasible and graduated with only her biology degree in 1972, stating later that “graduating with a Mercer degree was winning the war”; and

WHEREAS, then in 2019, while waiting for a late-night shuttle from the Atlanta airport back to Macon, Payton coincidentally struck up a conversation with Mercer History Professor Sarah Gardner, the conversation shifted to Mercer and Payton shared her story of discrimination; and

WHEREAS, upon her return to campus, Gardner, a member of the University’s Executive Committee, discussed what she had learned about Payton’s time at Mercer with other faculty and the group looked into what would be required for Payton to show her senior exhibition and complete her rightfully earned degree; and

WHEREAS, finally, in 2020, Payton was able to stage her senior exhibition, showcasing the works deemed too controversial by the department in 1972, and upon completion of the exhibition, Payton was finally conferred her art degree; and

WHEREAS, inspired by his mother’s strength and perseverance, Payton’s son Khary, born shortly after Payton’s graduation and an acclaimed actor himself, directed “The Faith of the Dreamer,” which debuted at the Macon Film Festival in 2025; and

WHEREAS, after its premiere at the Macon Film Festival, “The Faith of the Dreamer” was screened at the Burbank International Film Festival, where it won the Audience Choice Short Film Award for its poignant story of hope, perseverance, and healing; and

WHEREAS, in honor of Payton’s story of perseverance in the face of adversity and the spirit of healing and reconciliation that the Friends of Rosa Parks Square desire for the park to symbolize, the Friends of Rosa Parks recommend that the Macon-Bibb County Commission authorize the modification of the design of the park renovations to an original work to be designed by Payton; and

WHEREAS, under Macon-Bibb County Code of Ordinance Sec. 2-891 the Friends of Rosa Parks are authorized to solicit and accept gifts, grants, and donations, with all funds accepted

to be deposited with the Director of Finance for Macon-Bibb County or other fiscal agent of the Board, pursuant to Sec. 2-895 of that same Code; and

WHEREAS, on March 2, 2021, the Macon-Bibb County Commission passed Resolution R-21-0065, authorizing the Community Foundation to establish a charitable fund for donations made to the Friends of Rosa Parks for the construction and programming of Rosa Parks Square; and

WHEREAS, it is the intent of the Macon-Bibb County Commission and the Friends of Rosa Parks Square that the costs associated with the installation of the mural will be paid through donations made to the charitable fund held by the Community Foundation.

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 design plans for Rosa Parks Square are hereby modified to include a mural depiction of an original work by Gwendolyn Payton, subject to approval of the design by County Administration, with costs associated with the mural's installation to be paid through funds raised by the Friends of Rosa Parks, held in the charitable fund for the Friends of Rosa Parks Square maintained the Community Foundation.

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 _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

J:\RES MACON-BIBB\2026 Miller Authorizing Mural to be added to RPS Design - 1-28-26.docx



LEGISLATIVE SPONSORS

- | | |
|---|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE VALERIE WYNN |
| ☐ COMMISSIONER PAUL BRONSON | ☐ COMMISSIONER STANLEY B. STEWART |
| ☐ COMMISSIONER JOEY HULETT | ☐ |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF FEDERAL AND GDOT GRANT FUNDS, IN A TOTAL AMOUNT OF \$270,811.32, WITH A LOCAL MATCH IN THE AMOUNT OF \$13,548.68 TO BE PAID FROM THE AIRPORT FUND, FOR A DRAINAGE STUDY AND AIRFIELD ELECTRICAL WORK AT THE MACON DOWNTOWN AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has applied for and has been awarded federal and GDOT grant funds, to be administered by GDOT, in the amount of \$270,811.32, with a local match required in the amount of \$13,548.68, for a drainage study and airfield electrical work at the Macon Downtown Airport; and

WHEREAS, the local match requirement for this funding will be paid from the Airport Fund; and

WHEREAS, a copy of the proposed grant agreement is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of Macon Downtown Airport upon the terms and conditions detailed in Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to accept the federal and GDOT grant funding, in a total amount of TWO HUNDRED SEVENTY THOUSAND

EIGHT HUNDRED ELEVEN DOLLARS AND 32/100 CENTS (\$270,811.32), with a local match in the amount of THIRTEEN THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND 68/100 CENTS (\$13,548.68) to be paid from the Airport Fund, for a drainage study and airfield electrical work at the Macon Downtown Airport, as provided in Exhibit A.

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2026 Miller Accepting Grant For Macon Downtown Airport Drainage Study And
Airfield Lighting - \$270,811.32.Docx*

EXHIBIT A

Revised April 28, 2025

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP026-9102-53(021)
PID - T009029

BIBB

****LIMITED PARTICIPATION****

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

CONDUCT AIRPORT DRAINAGE STUDY; REPLACE LIGHTING (RUNWAY & TAXIWAY HOME RUN ELECTRICAL) AT THE MACON DOWNTOWN AIRPORT IN MACON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T009029/AP026-9102-53(021) BIBB prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:
The total estimated cost of the Project is TWO HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED SIXTY and 00/100 Dollars (\$284,360.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED ELEVEN and 32/100 Dollars (\$270,811.32). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED ELEVEN and 32/100 Dollars (\$270,811.32) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of NINE THOUSAND TWO and 66/100 Dollars (\$9,002.66) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of TWO HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED EIGHT and 66/100 Dollars (\$261,808.66) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of THIRTEEN THOUSAND FIVE HUNDRED FORTY-EIGHT and 68/100 Dollars (\$13,548.68).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ZERO and 00/100 Dollars (\$0.00) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its percentage or pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of ZERO and 00/100 Dollars (\$0.00).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be

increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment

on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR *(complete the applicable statement)*:

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the

minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 20, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply

with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be two (2) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized,

in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

GEORGIA DEPARTMENT OF TRANSPORTATION:

MACON-BIBB COUNTY, GEORGIA
CONSOLIDATED GOVERNMENT:

DATE: _____

DATE: _____

COMMISSIONER

MAYOR

ATTEST: _____
Treasurer

PRINTED NAME

This Contract approved by

MACON-BIBB COUNTY, GEORGIA
CONSOLIDATED GOVERNMENT

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

MACON DOWNTOWN AIRPORT
MACON, GEORGIA

EXHIBIT A
SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP026-9102-53(021) BIBB
PID-T009029

CONDUCT AIRPORT DRAINAGE STUDY; REPLACE LIGHTING (RUNWAY & TAXIWAY HOME RUN ELECTRICAL)

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Airport Drainage Study										
Part 1 Federal Funds FY24 NPE - SBGP-076-2024								22196		01270
1	FAA	Project Formulation	EA	13,100.00	\$1.00	\$13,100.00	90%	\$11,790.00	5%	\$655.00
2	FAA	Data Gathering & Review of Existing Data / Plans	EA	15,910.00	\$1.00	\$15,910.00	90%	\$14,319.00	5%	\$795.50
3	FAA	Drainage System Asset Assessment	EA	69,860.00	\$1.00	\$69,860.00	90%	\$62,874.00	5%	\$3,493.00
4	FAA	Drainage CIP Development	EA	29,660.00	\$1.00	\$29,660.00	90%	\$26,694.00	5%	\$1,483.00
5	FAA	Stormwater Regulatory Program Review	EA	25,860.00	\$1.00	\$25,860.00	90%	\$23,274.00	5%	\$1,293.00
6a	FAA	Hydrologic & Hydraulic Modeling and Conceptual Design	EA	12,276.67	\$1.00	\$12,276.67	90%	\$11,049.00	5%	\$613.83
Total Part 1 Federal Funds FY24 NPE						\$166,666.67		\$150,000.00		\$8,333.33
Part 2 Federal Funds FY25 NPE - SBGP-089-2025								22212		01270
6b	FAA	Hydrologic & Hydraulic Modeling and Conceptual Design	EA	26,773.33	\$1.00	\$26,773.33	95%	\$25,434.66	2.5%	\$669.33
Taxiway Electrical Rehab										
7	FAA	Trenching for Direct-Buried Cable, 18" Minimum Depth	LF	4,000.00	\$1.50	\$6,000.00	95%	\$5,700.00	0%	\$0.00
8	FAA	#8 5kv Cable	LF	10,000.00	\$2.45	\$24,500.00	95%	\$23,275.00	0%	\$0.00
9	FAA	#6 BSDC Counterpoise	LF	4,000.00	\$2.25	\$9,000.00	95%	\$8,550.00	0%	\$0.00
10	FAA	L867D Can	EA	3.00	\$2,500.00	\$7,500.00	95%	\$7,125.00	0%	\$0.00
11	FAA	Field Lighting Arrestor	EA	3.00	\$1,500.00	\$4,500.00	95%	\$4,275.00	0%	\$0.00
12	FAA	7.5kw L-828, 3S, Regulatot	EA	1.00	\$27,000.00	\$27,000.00	95%	\$25,650.00	0%	\$0.00
13	FAA	Project Formulation	EA	2,150.00	\$1.00	\$2,150.00	95%	\$2,042.50	0%	\$0.00
14	FAA	Construction Administration / Inspection	EA	10,270.00	\$1.00	\$10,270.00	95%	\$9,756.50	0%	\$0.00
Total Part 2 Federal Funds FY25 NPE						\$117,693.33		\$111,808.66		\$669.33
Total Project Cost						\$284,360.00		\$261,808.66		\$9,002.66

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
3-13-SBGP-076-2024	8/27/2024	\$150,000.00	22196	AVNP
3-13-SBGP-089-2025	7/31/2025	\$111,808.66	22212	AVNP
FY26 State	N/A	<u>\$9,002.66</u>	01270	AVIA
Total Maximum Obligation of State and Federal Funds this Contract:		\$270,811.32		

EXHIBIT B**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT whose address is 700 POPLAR STREET, MACON, GA 31201, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date _____

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
Solicitation/Contract No./ Call No. or Project Description:	T009029/AP026-9102-53(021) Bibb Conduct Airport Drainage Study; Replace Lighting (Runway & Taxiway Home Run Electrical) at the Macon Downtown Airport in Macon, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

741651

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

1/3/2014

Date of Authorization

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED
GOVERNMENT

Name of Contractor

**I hereby declare under penalty of perjury that the
foregoing is true and correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT C

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII. cc. Build America, Buy America Act, P.L. 117-58, Title IX. dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

-
- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and

assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved

by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft,

sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

EXHIBIT F

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix:	* First Name:	Middle Name:
* Last Name:	Suffix:	
* Title:		
* SIGNATURE:		* DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

JANUARY 15, 2026

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T009029/AP026-9102-53(021) BIBB
CONDUCT AIRPORT DRAINAGE STUDY; REPLACE LIGHTING (RUNWAY & TAXIWAY HOME RUN
ELECTRICAL) AT THE MACON DOWNTOWN AIRPORT IN MACON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

ATTACHMENT 2
SPECIAL CONDITIONS

1. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
2. **Environmental.** The environmental approval for this project was issued on Enter Approval Date.
3. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.